Cases Reported this Week.

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CURRENT TOPICS.

IT IS UNDERSTOOD that a meeting of the judges of the Chancery Division is to be held shortly for the purpose of making further arrangements with regard to the disposal of Mr. Justice KAY'S list.

THE LUNACY ACT, 1890, came into operation on Thursday last, but the rules to be made under section 338 have not yet appeared. It is to be observed that by sub-section (3) of the above-mentioned section the Lord Chancellor is authorized to direct by rule in what manner any application in lunacy, directed or authorized by any Act to be made by petition, is to be made. We understand that Lord Justice COTTON a few days ago threw out a hint that the jurisdiction to hear lunacy matters in court may be altogether taken away.

WE ARE INFORMED that Lord Justice COTTON on Thursday gave an important interpretation of R. S. C., ord. 38, r. 3, which provides that "affidavits shall be confined to such facts as the witness is able of his own knowledge to prove, except on interlocutory motions, on which statements as to his belief, with the grounds thereof, may be admitted." The learned Lord Justice refused to hear read an affidavit which had been used in the court below on an interlocutory motion, and which the defendant made simply on his "information and belief"; the ground of the refusal being that the witness had not stated that he had endeavoured to get an affidavit from his informant, but had failed to do so. He refused to listen to the argument that the affidavit had not been answered, and said that the other side were entitled to disregard it.

THE MEETING of the Incorporated Law Society probably considered Mr. KIMBER'S motion with regard to the "waiver clause" in prospectuses somewhat premature, and that it would be time enough to discuss the question whether any legislation was necessary when a decision had been obtained as to the legality or otherwise of the clause. At present we have only the observation of a very eminent judge in his treatise that the clause is of "very doubtful validity"; and solicitors who are consulted as to its insertion have only to tell their clients this, and to see that a note to that effect is placed on the draft of any prospectus containing it approved by them. At the same time, we think that most practitioners will agree that, under present circumstances, the waiver clause is a practical necessity in many cases, owing to the strange terms of section 38 of the Companies Act, 1867, and the stringent construction which has been given to it. When it is held that verbal contracts are within the section (*Capel* v. *Sims' Ships' Composition Co.*, W. N., 1888, p. 97), it is obviously almost impossible to be certain that every contract has been specified in the prospectus. The truth is that the whole of section 38 should be repealed; for, while it constantly occasions question and litigation, it is useless for the purpose for which it is designed. As Lord Justice LINDLEY has said: "The information required to be given

is practically worthless; the Act only requires dates and names to be given; the nature and effect of the contracts to be referred to need not be stated; but it is obvious that this is most material to be known."

OUR READERS should note the decision of Court of Appeal No. 1 in the case of *Re Wallis* (reported elsewhere). The question was whether, on the redemption of a mortgage made to a solicitor, the solicitor could charge in his account against the mortgagor, as part of the mortgagee's costs, profit costs in respect of proceedings in relation to the mortgage debt in which he had not employed another solicitor, but had acted for himself. It was admitted that the costs in question would have been properly charged if the work had been done for the mortgagee by another solicitor; but, as the mortgagee had done the work himself, the court held that he could not charge profit costs in respect of it, and was only entitled to charge costs out of pocket. Lord Justice FRY said that, by virtue of the ordinary contract arising out of the relation of mortgagor and mortgagee, the mortgagor, on the redemption of the mortgage, was bound to pay the proper costs, charges, and expenses of the mortgagee in relation to the mortgage debt or the mortgage security, but, in the absence of special agreement, he was not bound to pay the mortgagee for any services which he rendered or labour which he undertook himself, though, if the work had been done for him by another person, it could have been charged against the mortgagor. This principle was not confined to solicitors; it extended to any mortgagee who was in a position to render, and did render, services which would otherwise have to be paid for—such as a surveyor, or a mortgagee in possession, who received the rents of the mortgaged property himself instead of employing an agent to do so. The court approved of the decisions in *Sclater* v. *Cottam* (5 W. R. 744) and *Re Roberts* (38 W. R. 225, 43 Ch. D. 52), and said that the former case had not been overruled by *London Scottish Benefit Society* v. *Chorley* (32 W. R. 523, 13 Q. B. D. 872). We commented (*ante*, p. 205) on Mr. Justice KAY'S decision in *Re Roberts* on the occasion of an appeal from it being dismissed, not on the merits, but on the ground that it had been presented too late. The decision, as stated in the head-note to the report, was that "a solicitor cannot charge his client with profit costs for the preparation of a mortgage from the client to himself." The question there arose on the taxation of the solicitor's bill of costs delivered to the mortgagor, not upon the redemption of the mortgage. Notwithstanding, therefore, the approval of *Re Roberts* expressed by the court in *Re Wallis*, we venture to think that the question which arose in *Re Roberts* still remains open for consideration by the Court of Appeal in any future case of the kind. And the matter is one of such general importance to the profession that it may be hoped that an opportunity will soon arise of obtaining the judgment of the highest tribunal upon it.

THE DECISION of the Court of Appeal in *Proudfoot* v. *Hart* (reported elsewhere) does not take us much "forrarder" in the interpretation of the term "tenantable repair." It did not need the decision of a divisional court and the Court of Appeal to tell us that the official referee, who had held that, under a covenant in a lease to deliver up a house in "good, tenantable repair," the tenant was bound to paper the walls with the same quality of paper which was on them when he took possession, and to paint the internal woodwork and whitewash the ceilings, was as wrong as wrong could be. But the definition constructed by Lord Justice LOPES reminds us, if we may venture respectfully to say so, of the famous definition of an "archdeacon" as "a person who exercises archidiaconal functions." When we are solemnly told by the learned Lord Justice that "good tenantable repair is such repair as, having regard to the age, character, and locality of the premises, would make them reasonably fit for the occupation of a reasonably-minded man of the class who would be likely to want such a house," we are tempted to say, "Yes, exactly so—that is, the premises must be in tenantable repair." Most of the definition is to be found in the old *Nisi Prius* cases, but we have the privilege, we believe for the first time, of being introduced in this connection to the "reasonably-minded man," and we shall require a few more decisions before we can become fully acquainted with the views of this personage. We have hitherto considered that a man is not altogether unreasonably minded who objects to black ceilings; discoloured, dirty, or faded wall papers, and worn paint. Further, there are reasonably-minded men who object to living in rooms the walls of which are bedecked with huge floral emblems of hideous colour and the paint of the woodwork of which is a ridiculous imitation of the grain of some wood. Are these men "reasonably minded" within the definition, or must the "reasonably minded" man be devoid of any artistic sensibility? It is to be observed, however, that the Divisional Court are reported to have held that the tenant in the recent case was not bound to repaint or repaper where the old paint or paper had become worn out through age, but was only liable to make good damage caused by commissive or permissive waste. This is in accordance with the purport of the judgment of the Court of Appeal in *Crawford* v. *Newton* (36 W. R. 54), but in that case Lord ESHER expressly declined to say what was the meaning of the words "tenantable repair."

THE PRIVATE ARRANGEMENTS extermination provisions of the Bankruptcy Bill, which, according to our correspondent last week, have been introduced by Sir A. Rollit, M.P., as the "cat's paw" of the Inspector-General in Bankruptcy, are creating such a storm of disapprobation as probably neither the supposed principal nor the agent in the least anticipated. Surely an innocent-looking little Bill, introduced by private members, and not bearing on its back or elsewhere the slightest trace of its official origin, might have slipped through unobserved. Championed by a solicitor, surely it might have received the indulgent consideration of those troublesome law societies, and the favour of the great body of solicitors, whom the bankruptcy authorities, like a certain higher authority, have found too powerful to be safely defied. True, a gallant Colonel, the editor of *Truth*, two learned counsel, Mr. BRADLAUGH, and Mr. A. O'CONNOR, by whom, in addition to Sir A. ROLLIT, the Bill is backed, do not exactly represent the great mercantile interests of the country; but then Sir A. ROLLIT is intimately connected with an important centre of certain classes of trade, and must be supposed to know the opinions of his constituents. If these were the anticipations of the ingenious principal in the background, they have been wofully falsified. We publish elsewhere a valuable report of the Committee of the Liverpool Law Society on the Bill, and observations by the Society of Accountants, disapproving of the provisions above referred to not less strenuously than did the meetings of traders of the City of London which have recently been held, and we are confident that, if the clauses are persisted in, the whole of the traders and law societies in the country will be up in arms. It is now stated by the *Daily News* that Sir A. ROLLIT will move an amendment in Committee "exempting deeds of arrangement from the operation" of the Bill—that is, throwing overboard the Inspector-General—and it is added by the same journal that "the Bill, *which is really a departmental measure under the protecting care of the Government*, will be supported by the Attorney-General in its subsequent passage through the House." Why a departmental measure should have been launched as a private members' Bill it is for Sir A. ROLLIT and the Inspector-General to explain. We would draw attention to the observations of the Liverpool Law Society on clause 16 (4) of the Bill. A measure, introduced by a solicitor, proposes to provide that "the sanction required under section seventy-three of the principal Act *for the employment of solicitors* and other persons must be a sanction obtained before the employment except in cases of urgency, and in such cases it must be shewn that no undue delay took place in obtaining the sanction." That is to say, it is proposed to extend the provision of section 73 (3) of the Bankruptcy Act, 1873—that "the taxing master shall satisfy himself before passing such bills and charges that the employment of such solicitors . . . in respect of the particular matters out of which such charges arise, has been duly sanctioned"—by enacting that such sanction must be obtained before the employment of the solicitor. As the Liverpool Law Society remark, "to require the solicitor to have authority beforehand to do things the necessity for which could not have been foreseen, and which, though expedient, may not be urgent, is unreasonable."

THE DECISION of Court of Appeal No. 1 in *Ex parte Jones* (reported elsewhere) affirms the decision of the Divisional Court (*ante*,

p. 349), and fully upholds the view which we ventured to express (*ante*, p. 342) of the decisions of the Court of Appeal and the House of Lords in *Block's case* (37 W. R. 259, 19 Q. B. D. 39, 13 App. Cas. 570). Section 28 of the Bankruptcy Act, 1883, provides that, upon hearing a bankrupt's application for his discharge, the court shall take into consideration a report of the official receiver as to his "conduct and affairs," and *may* either grant or refuse an absolute order of discharge, or suspend the operation of the order for a specified time, or grant an order of discharge subject to any conditions as to subsequent earnings or income or after-acquired property of the bankrupt. This enactment is followed by a proviso that the court *shall* refuse the discharge in all cases where the bankrupt has committed any misdemeanour under the Act or Part II. of the Debtors Act, 1869, and *shall*, on proof of any of the facts mentioned in sub-section 3 (those facts being not keeping proper books of account, continuing to trade with knowledge of insolvency, contracting debts without reasonable probability of being able to pay them, bringing on the bankruptcy by rash and hazardous speculations or unjustifiable extravagance in living, &c.), either refuse the order, or suspend its operation, or grant an order subject to conditions. And sub-section 6 empowers the court, as one of the conditions, to require the bankrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of the debts provable under the bankruptcy which is not satisfied, but the judgment is not to be enforced by execution without the leave of the court, which leave may be given on proof that the bankrupt has since his discharge acquired property or income available for payment of his debts. At first sight it would seem that the proviso to sub-section 2 does not impose any restriction upon the "conduct and affairs" of the bankrupt which the court is to take into consideration in the exercise of the discretion given to it by the first part of the sub-section, and that the only effect of the proviso is to fetter the mode of the exercise of that discretion in the particular cases mentioned. But, since the decision in *Block's case*, and apparently in consequence of some expressions to be found in the judgments both of the Court of Appeal and the House of Lords, the notion seems to have been entertained, that the effect of the proviso is to prevent the court from taking into consideration, upon an application for a discharge, any "conduct and affairs" of the bankrupt, except such as are referred to in sub-section 3 of section 28, or in section 24. We understand that, since *Block's case*, there has been a difference of opinion on this point among the county court judges, but that the registrars of the London Court have uniformly acted upon this view of the restrictive effect of the proviso. The question is, however, now set at rest (so far as the Court of Appeal is concerned) by the decision in *Ex parte Jones*, and the court have unanimously upheld the view which we have already ventured to express of the effect of *Block's case*. We said (*ante*, p. 343): "While, then, the *dicta* in question are not inappropriate as applied to the case which produced them, it is clear that they must be explained by its special circumstances, and are not to be understood as implying that the court can only qualify an order of discharge where an offence has been committed under section 28 (3) or section 24. The fact is that the House of Lords considered that the latter section lets in the consideration of all other matters which can properly be said to concern the conduct of the bankrupt *in relation to the bankruptcy*, and these last words seem to give the only feasible limitation upon the discretion which the court is to exercise." We think we could hardly better summarize the effect of the judgments of the Court of Appeal in *Ex parte Jones* than in the sentence we have just quoted. Indeed, it will be seen that the Master of the Rolls and Lord Justice Lopes have explained their *dicta* in *Block's case* precisely in that way. The decision ought, we think, to have a wholesome effect in teaching debtors that they will not now be permitted to escape from the discharge of their liabilities by the process known as "whitewashing."

Is reserve capital of a company, which under the Companies Act of 1879 can only be called up "in the event of and for the purposes of the company being wound up," capital for the purpose of carrying on the business of the company, so as to enable a majority of shareholders to insist on continuing that business although the result would almost certainly be to make it necessary to call up the reserve capital? In the case of *Re The Bristol Joint-Stock Bank* (*Limited*) (reported elsewhere) Mr. Justice Kekewich has held that it is not. He said that a shareholder, although in a minority, was entitled, where it was impossible to carry on the business of the company at a profit, to have a winding-up order made so as to preserve him from his liability to contribute to the reserve capital. The company was not actually insolvent; enough was still left to shew a small balance as long as the directors did not claim their fees, but this, on the average of the last few years, would soon have disappeared. The learned judge relied on the remarks of Lord Cairns in *Re The Suburban Hotel Co.* (15 W. R. 1096, L. R. 2 Ch. 745) as shewing that where the contemplated business has become impossible, the court will order a winding up even in the absence of insolvency. The decision is a strong one, and goes further than *Re The Haven Gold Mining Co* (30 W R. 389, 20 Ch. D 151), and *Re The German Date Coffee Co.* (30 W R. 717, 20 Ch. D. 169), for in those cases the majority of the shareholders wished to continue the company for other purposes after the original objects had failed—*i.e.*, they wished to force upon the minority a new contract to which they had not agreed; whereas in the case before Mr. Justice Kekewich the petitioner had contracted to do the very thing which the majority desired: he had contracted to carry on the business and to subscribe to a fund in the event of a winding up. But it might, no doubt, be urged he had not contracted to carry it on at a loss, and that there was no reason why it should be continued with the certain result of increasing the liability for directors' fees, which would eventually fall on the reserve capital: *Re Dale & Plant* (*Limited*) (38 W. R. 409, 43 Ch. D. 255). If the decision stands, it would appear that the existence of reserve capital is a reason for winding up a company lest the subscribers should eventually become liable to contribute that which they have contracted to pay.

On Friday in last week a point of importance was decided by Court of Appeal No. 1 in the case of *Re Spackman* (reported elsewhere) upon the construction of section 4 of the Bankruptcy Act, 1883, which defines "acts of bankruptcy." Two of the acts of bankruptcy mentioned in sub-section 1 of that section are (*a*) if the debtor "makes a conveyance or assignment of his property to a trustee, or trustees, for the benefit of his creditors generally"; and (*b*) if the debtor "makes a fraudulent conveyance, gift, delivery, or transfer of his property, or of any part thereof." The court held that, in order that there should be an act of bankruptcy under clause (*a*), there must be an actual conveyance or assignment by deed of the whole, or substantially the whole, of the debtor's property to a trustee, or trustees, for the benefit of the creditors generally. Any other mode of dealing with the property, or any agreement to deal with it, for the benefit of the creditors—such, for instance, as a declaration of trust by the debtor himself—would not be within the clause. An assignment or other transfer of part of the debtor's property would not be an act of bankruptcy unless it was fraudulent, in which case it came under clause (*b*). Under clause (*a*) the question of fraud did not arise; the conveyance or assignment was equally an act of bankruptcy, even if it was known to, and approved by, all the creditors. In the particular case the debtor had given an authority to an auctioneer to sell substantially the whole of his property, and had directed him to pay the proceeds of sale into a bank in the names of three trustees, who were to hold the money for the benefit of all the creditors. This was done with the knowledge, and indeed at the instance of, the creditors, and therefore no question of fraud could arise. The court held that there had been no act of bankruptcy under either clause (*a*) or clause (*b*). It follows from this decision that the test of the commission of an act of bankruptcy under clause (*a*) is a very simple one. In order that there should be an act of bankruptcy, the debtor must have executed an instrument under seal conveying or assigning the whole, or substantially the whole, of his property to trustees for the benefit of his creditors generally. There can be very little difficulty in applying this test. The question, however, which may arise under clause (*b*) must often be much more complicated.

In order to celebrate the recent elevation of Mr. Justice Vaughan Williams to the bench, the members of the South-Eastern Circuit have invited the learned judge to a complimentary dinner, which will take place in June.

THE LUNACY ACT, 1890.

III.

Part IV.—Judicial powers over person and estate of lunatics (continued).—We noticed last week the important change by which an order can now be made for the commitment and management of the estate of a lunatic without an order being at the same time made as to the custody of his person. The general provisions with regard to management and administration of estates are contained in sections 116 to 130, and in the main these consist simply of a rearrangement of the previous law. An important extension, however, of the powers of management is contained in section 116 (1), which enumerates the various classes of persons to whom this part of the Act is to apply. Thus, besides applying merely to lunatics so found by inquisition, it extends (1) to every person lawfully detained as a lunatic; (2) to every person with regard to whom it is proved to the satisfaction of the judge in lunacy that he is, through mental infirmity arising from disease or age, incapable of managing his affairs; (3) to every person with regard to whom it is similarly proved that he is of unsound mind and incapable of managing his affairs, and that his property or his annual income does not exceed £2,000 or £100 respectively; (4) to criminal lunatics. The third of these classes corresponds to one created by section 12 of the Lunacy Regulation Act, 1862, but the limits of value there specified have been doubled. Class (2), it may be noticed, does not include lunatics proper, but merely persons whose minds are rendered infirm by disease or old age. In such cases protection can be obtained for the estate without throwing upon its owner the imputation of being actually insane. Section 116 (2) prescribes that, where there is no committee, the powers in question are to be exercised by such person and in such manner as the judge directs.

But while the persons to whom the powers of management apply are thus greatly increased, the powers themselves do not appear to be materially altered. Under the former law they were to be found chiefly in sections 108 to 147 of the Lunacy Regulation Act, 1853. The present arrangement of them will be found much more convenient, and, in particular, section 120 enumerates clearly the things which the committee of the estate may be authorized to do. A useful innovation is made by section 130, which provides that, pending the appointment of a committee, temporary provision may be made, under the direction of the master, for the maintenance of the lunatic or any member of his family. Section 131 facilitates the dealing with the property in Scotland or Ireland of an English lunatic. As to the former country, the English committee is to have the same power as though appointed to a corresponding office there, but in Ireland, only where the property does not exceed £2,000 in value or £100 a year. Where the lunatic's property is under £200, and no relative or friend will undertake the management of it, power for this purpose is, by section 132, vested in the county court judge, who may authorize its sale or realization, and may apply the proceeds either for the benefit of the lunatic, or in reimbursing the guardians of the union, or else may direct them to be paid into the county court to the account of the lunatic.

An interesting change is made in sections 133 to 143, which deal with vesting orders. These reproduce the provisions on the subject contained in the Trustee Act, 1850, and the Trustee Extension Act, 1852, and the corresponding sections in those Acts are, so far as possible, repealed. An attempt is thus made to bring into the present part of the Act all the law relating to the estates of lunatics.

Part V.—Commissioners in Lunacy.—The changes with regard to the commissioners are not numerous. It was, however, found to be a considerable inconvenience that there was no power for the appointment of a substitute in case of illness, and on one occasion the commissioners with difficulty accomplished among themselves the work of a colleague to whom they had granted a lengthened leave of absence. This defect is now remedied by section 151 (3). As to the secretary to the commissioners, he is henceforth, under section 154 (5), to be a barrister of at least seven years' standing, and is to be deemed a permanent civil servant of the State.

Part VI.—Visitors of lunatics.—In this part there does not appear to be any material change. In addition to the commissioners—whose work, of course, consists largely in visitation—there are still to be appointed, as before, chancery visitors—that is, visitors of lunatics so found by inquisition, visiting committees of asylums, and visitors of licensed houses. The latter consist of three or more justices, and one medical practitioner or more appointed for each county and quarter sessions borough. By section 177 (1) the appointment is to be made whether there is a licensed house within the county or borough or not.

Part VII.—Visitation.—An elaborate system of visitation has been for a long time in operation, and but little change is now made in it. Hitherto the patients most visited have been the chancery lunatics, and under section 20 of the Lunacy Regulation Act, 1862, those resident in private houses have been visited four times a year, and those resident in institutions once only, unless the Lord Chancellor has otherwise directed. Now the visits are to be regulated by the rules in lunacy, except that all patients are to be visited twice at least in the year; while, as to lunatics in private houses, the four visits hitherto required are to be kept up for the two years next after the inquisition (section 183 (2), (3)). As before, the chancery visitors have the general duty of visiting alleged lunatics and reporting upon them to the judge in lunacy. As to asylums, the rules, with one slight exception, do not appear to have been altered. Two commissioners are still to visit each asylum once a year (section 187 (1)), and two members of the visiting committee are to inspect it once at least in every two months. It is the duty of these last to see every patient, and it is now also provided that this must be done in such a way as to give everyone, as far as possible, full opportunity for complaint. Section 191 (1) contains a general provision that every hospital and licensed house may at any time, by day or night, be visited by any one or more of the commissioners, but the arrangements for regular visits are not altered. Hospitals are visited by the commissioners once a year. As to licensed houses, the number of visits paid by the commissioners varies according as the houses are in London or the provinces; but in any case there are four annual visits by two commissioners or visitors, and the two additional visits by a single commissioner or visitor, which were introduced by section 29 of the Lunacy Acts Amendment Act, 1862, are also continued. In addition to the patients in regular institutions for lunatics, there are also (1) the single patients, and (2) lunatics who are maintained in private families and charitable establishments. With regard to these some important changes are made. It has been customary for the commissioners to pay an annual visit to each member of the first class, the single patients, but a statutory obligation to this effect is now for the first time imposed on them by section 198, while, as to persons in the second class, section 206 provides that the commissioners may require a report, or periodical reports, by a medical practitioner to be sent to them, with such other particulars as to the lunatic or his property as they may think fit. They are also empowered to visit the patient, and generally to deal with him, except as to discharge, as though he were in an institution for lunatics. The power of ordering his discharge, or a transfer of his custody, may be exercised on their report by the Lord Chancellor.

Part VIII.—Licensed houses and hospitals.—The Select Committee reported that there was the greatest diversity of opinion with regard to private licensed houses, but, for themselves, they were willing to leave the law as it was and let the question of their continued existence be settled by the public. They contemplated that a time would arrive when there would be sufficient accommodation for all classes in public institutions, and then, possibly, there would be no demand for licensed houses for the upper and middle classes. The Legislature has gone further, however, and has brought pressure to bear in this direction. With existing licences, indeed, there is to be no interference, and, where a house has been well conducted, section 207 gives power both for the renewal of the licence and for the substitution of a new house or houses. But, except for the purpose of continuing an old business, no new licences are to be granted, and the number of patients taken by existing houses are not to be increased. Otherwise the jurisdiction as to the granting of licences and the rules for the management of licensed houses (sections 208 to 229) appear to remain the same, except for a change relating to the reception of voluntary patients, introduced by section 229. Hitherto this has only been possible in the case of persons who have been previously confined as lunatics; but now anyone will be able to subject himself to treatment. For this purpose it will be necessary to obtain the previous consent in writing of two commissioners, or, where

the house is licensed by justices, two justices. This is to be given on the application of the intending boarder, and any relative or friend may, with the like consent, accompany him. The boarder is to have the liberty of leaving the house on giving twenty-four hours' notice to the manager, and, if not allowed to do so, can recover £10 as liquidated damages for each day, or part of a day, that he is detained.

Part IX.—County and borough asylums.—Part X.—Expenses of pauper lunatics.—These two parts repeat in the main the provisions of the Lunatic Asylums Act, 1853. There are, however, two new enactments which are intended to further the policy of supplanting private licensed houses by public institutions. By section 241 a local authority may provide accommodation for both pauper and private patients, and this either together or in separate asylums; while by section 271 (1) private patients may be received into any asylum upon such terms as to payment and accommodation as the visiting committee may think fit. A change of a different nature is made in section 276, according to which the visiting committee, in addition to the chaplain, may appoint and pay a minister of any religious persuasion to attend patients of his own way of thinking.

Part XI.—Penalties, misdemeanours, and proceedings.—Under section 316 an omission to send to the commissioners the prescribed documents and information on the admission of a patient or to give the prescribed notices on his removal, death, or discharge, is to be a misdemeanour, and in the case of a single patient there is also liability to a penalty not exceeding £50. By section 329 (1), upon the prosecution for any such offence, the burden of proof that the document or notice was sent lies on the defendant, but he may satisfy it by the sworn testimony of one witness that the document or notice was properly addressed and posted in due time. Misdemeanours are also committed when any person makes a wilful misstatement of any material fact in a petition, statement of particulars, or reception order, or in any medical certificate or report required for the purposes of the Act (section 317). But at the same time that these and other offences are created, section 330 (1) affords protection to all persons who have done anything to put the Act in motion provided they have acted in good faith and with reasonable care.

Part XII.—Miscellaneous provisions, definitions, repeal.—It was apparent from the evidence taken before the Select Committee that the work of the chancery visitors covered to a large extent the same ground as that of the commissioners, and it was clear that a saving of labour might be effected by a rearrangement of duties. Moreover, the work of the commissioners tends to become more and more laborious. Hence section 337 gives the Lord Chancellor power to amalgamate and reconstitute the various departments of the masters in lunacy, the chancery visitors, and the commissioners. By section 338 (1) the commissioners, with the approval of the Lord Chancellor, are to prescribe the books to be kept in institutions for lunatics and houses for single patients, and the entries to be made therein, and generally the notices and information to be sent to the commissioners; but otherwise the Lord Chancellor is the authority for making rules in lunacy, subject to the usual requirement that they must be laid before Parliament.

The chief value of the Act lies in the convenient manner in which the previous law has been consolidated, but the changes which it has introduced are both numerous and important, and in particular the operation of the new provisions as to admission of lunatics will be watched with interest.

An evening paper describes Lord Field's adventures on taking his seat in the House of Lords as follows:—Lord Field was introduced by Lord Coleridge and Lord Bramwell. He persisted in shouting to other people as if everybody was as deaf as himself. Things got on very well, however, by dint of pushing and signalling until the new peer had to take his seat on the baron's bench, that is the highest bench on the tier farthest from the woolsack. At this point the new peer and his sponsors take their seats, and rise thrice and salute the Lord Chancellor. The Garter usually directs *sotto voce*, but yesterday this quiet prompting was useless. The unusual sight was therefore presented of three peers in scarlet and ermine robes obeying the commands of an heraldic official in a gloriously embroidered tabard. "Sit down," shouted Garter, and they sat. "Put on your hats," and they covered themselves. "Rise and bow," and they rose and bowed. "Sit down," and so on. At last it was all over, to the immense relief of Garter, who had literally to haul Lord Field out of the House.

CORRESPONDENCE.

THE CHANCERY TAXING MASTER'S OFFICE.—RESIGNATION OF MR. NORTON.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The legal profession will this week learn with regret that Mr. Norton, the principal clerk in the office of Mr. Taxing Master Buckley, has resigned, after nearly forty-six years' faithful activity in the public service. It is only saying what every chancery practitioner would at once corroborate, when I assert that the resignation of such a man is a positive loss to the profession; and that loss will be long felt in the office from which he has retired. Mr. Norton's father was a surgeon in very good practice, and his son, the object of these remarks, would in all probability have been a surgeon, too, but for one of those chances which sometimes present themselves, and, being taken advantage of, entirely change the thoughts and currents of our lives. When Mr. Norton was about twenty years of age, studying for the medical profession, it happened that the clerk to Mr. Taxing Master Gatty fell sick, and Mr. Norton was asked to take his place as *locum tenens;* he did so, and gave such satisfaction that he was asked to continue, and he did so, turning from physic to law, from dissecting bodies to dissecting bills of costs, an operation he always performed with a steady hand, great presence of mind, and delicacy of feeling.

Mr. Norton has served under many masters. Taxing Master Mills he served for twenty-five years, and since then Taxing Master Johnson and Taxing Master Buckley.

On the retirement of Taxing Master Wainewright and Taxing Master Skirrow, Mr. Norton became a candidate for the office, but was unsuccessful.

Mr. Norton, though only about sixty-six years of age, is probably the senior officer in the Chancery Division; most, if not all, of the officers who were in office before him having died or retired.

Mr. Norton possessed great ability, great urbanity, uniform cheerfulness, and it was a pleasure to go before him. He will carry with him the good wishes of every member of the profession with whom he has come in contact; and his good work and long service are worthy of recognition by the solicitors' branch of the profession.

Upper Holloway, N., April 29. JAMES RAWLINSON.

THE AGRICULTURAL HOLDINGS ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I wish one of your correspondents would give me his opinion as to the word "agricultural" in the 6th section of the Agricultural Holdings Act, 1875.

I have a case where a tenant occupies three or four acres of land of a client of mine; about one-half is pastoral, the other half is used part as orchard, and the other part as garden ground. Can the orchard and garden ground be considered "agricultural" so as to bring the tenancy under the 6th section? C. B. A.

[Is not the reference to section 58 of the Act of 1875 and the somewhat similar section 54 of the Act of 1883? Both Acts specify "the making of gardens" as one of the improvements for which compensation is to be obtained, from which it would appear that the term "agricultural" is intended to include gardens. We do not know of any reported case on this meaning of the word "agricultural," except the county court case of *Morley* v. *Jones* (32 SOLICITORS' JOURNAL, 630), which does not apply to the circumstances of our correspondent's case.—ED. *S.J.*].

CASES OF THE WEEK.

Court of Appeal.

PROUDFOOT v. HART—No. 1, 30th April.

LANDLORD AND TENANT—TENANTABLE REPAIR.

This was an appeal from the decision of a divisional court (Mathew and Cave, JJ.). The action was brought for breach of covenant to deliver up a house in "good tenantable repair." It was tried before an official referee, who held that the tenant ought to have papered the walls with the same quality of paper which was on them when he took possession, and that he ought to have painted the internal woodwork, and whitewashed the ceilings. The Divisional Court referred the matter back to him, holding that the principles on which he had decided the case were wrong, and that the plaintiff was not bound to repaint or repaper where the old paint or paper had become worn out through age, but that he was only liable to make good damage caused by commissive or permissive waste. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LOPES, L.J.) dismissed the appeal.

Lord Esher, M.R., said that it was clear that the principle on which the official referee had decided was incorrect. Good tenantable repair did not mean that the tenant must place the house exactly in the same condition in which he found it. The authorities shewed that if the premises when he took them were not in tenantable repair he must put them into repair, and must deliver them up in repair, but regard must be had to the age and character of the premises. Supposing that premises had been luxuriously papered and painted, the tenant would not be obliged when he left to put them into that same condition, but if the premises were in such a position and of such a character that no tenant would think of taking them in the condition in which the tenant had left them, then it could not be said that he had left them in good tenantable repair. He agreed with the definition which had been prepared by Lopes, L.J., and which only expanded the previous definitions of the term as given by the authorities. "Good tenantable repair is such repair as, having regard to the age, the character, and the locality of the premises, would make them reasonably fit for the occupation of a reasonably minded man of the class who would be likely to want such a house." Lopes, L.J., gave judgment to the same effect.—Counsel, *Winch*, Q.C., *T. Willes Chitty*, and *Ernest Pollock*; *Morton Daniel*. Solicitors, *Proudfoot & Chaplin*; *T. R. Apps*.

COCHRANE *v.* MOORE—No. 1, 29th April.

Gift of Chattel—Delivery—Fourth Share in a Horse.

This was an appeal from the decision of Lopes, L.J., sitting without a jury. In June, 1888, Mr. Benzon was the owner of the horse Kilworth, which was kept at the stables of a trainer named Yates. On June 8 Benzon, by word of mouth, gave Moore, and Moore accepted from him, one undivided fourth share in the horse. A few days later Benzon wrote to Yates telling him of the gift to Moore, but did not inform Moore that he had done so. On July 20, to secure certain advances made to him by Cochrane, Benzon executed to him a bill of sale, which included in the schedule Kilworth among his other horses. Moore's interest in the horse was mentioned, and Cochrane undertook that it should be all right. Kilworth having been sold with the other horses by Messrs. Tattersall, a question arose as to whether the plaintiff or the defendant was entitled to a sum of £156 19s., which was a quarter of the price realised by Kilworth. An interpleader issue was ordered and tried before Lopes, L.J., who gave judgment for the defendant, on the ground that where a gift of a chattel capable of delivery is made *per verba de præsenti* by a donor to a donee, and is assented to by the donee to the knowledge of the donor, there is a perfect gift without any necessity for delivery. The plaintiff appealed.

The Court (Lord Esher, M.R., and Bowen and Fry, L.JJ.), having taken time to consider the question, dismissed the appeal, and affirmed the decision of Lopes, L.J., though upon other grounds. Fry, L.J., who read the judgment of Bowen, L.J., and himself, said that the proposition adopted by Lopes, L.J., was in direct contradiction to the case of *Irons* v. *Smallpiece* (2 B. & A. 531), which insisted on the necessity of delivery in order to constitute a valid gift. The proposition laid down in that case was again asserted by the Court of Common Pleas in *Reeve* v. *Capper* (5 Bing. N. C. 139), and by the Court of Exchequer in *Shower* v. *Pilch* (L. R. 4 Ex. 478). It was approved in *Bourne* v. *Fosbrook* (18 C. B. N. S. 515), and in *Douglas* v. *Douglas* (22 L. J. Ex. 127). The doctrine had also been approved in Ireland; but, on the other hand, there were several authorities which required consideration. In a note to *London, Brighton and South Coast Railway Co.* v. *Fairclough* (2 M. & Gr. 697) Serjeant Manning first, in 1841, impugned the accuracy of *Irons* v. *Smallpiece*, and asserted that after the acceptance of a gift by parol the estate is in the donee without any actual delivery of the chattel. In *Lewin* v. *Thornton* (1 C. B. 381) and in *Ward* v. *Audland* (16 M. & W. 871) doubts were thrown out as to the correctness of *Irons* v. *Smallpiece*, and those were repeated in *Flory* v. *Denny* (7 Ex. 583) and *Winter* v. *Winter* (4 L. J. Q. B. 639). In 1883 Pollock, B., declined, in *Danby* v. *Tucker* (31 W. R. 578), to follow *Irons* v. *Smallpiece*; and in 1885 Cave, J., in *Re Ridgway* (15 Q. B. D. 447), thought that it was going too far to say that retention of possession by the donor was conclusive proof that there was no immediate present gift. Lopes, L.J., had held himself bound to follow those two decisions, though he had felt doubt as to their correctness. Those recent decisions were, however, not enough to overrule the authority of *Irons* v. *Smallpiece* and the cases which had followed it. It became, therefore, desirable to inquire whether the law before 1819, when *Irons* v. *Smallpiece* was decided, was in accordance with that decision or with the decision in *Danby* v. *Tucker*. His lordship then referred at length to Bracton, Fleta, Britton, and Blackstone, and said that a review of these authorities led to the conclusion that, according to the old law, no gift or grant of a chattel was effectual to pass it, whether by parol or by deed, and whether with or without consideration, unless accompanied by delivery; but that on that law two exceptions had been grafted, one in the case of deeds, the other in that of contracts of sale, when the intention of the parties was that the property should pass before delivery; but that, as regards gifts by parol, the old law was in force when *Irons* v. *Smallpiece* was decided, and that that case correctly declared the existing law, and could not be overruled. Assuming, therefore, delivery to be necessary in the case of the gift of an ordinary chattel, a question arose as to whether the undivided fourth part of a horse was capable of delivery. As to this it was not necessary to express any decided opinion, because, in their judgment, what took place between Benzon and Cochrane at the time of the execution of the bill of sale constituted Cochrane a trustee for Moore of one-fourth of the horse. His lordship then proceeded to shew that the bill of sale was void, as not truly stating the consideration for which it was given. Lord Esher, M.R., read a judgment to the same effect.—Counsel, *Addison*, Q.C., *Henn Collins*, Q.C., and *Henry Kisch*; *Pollard* and *Hugh Mitchell*. Solicitors, *Cooper & Sons*; *Sydney*.

High Court—Chancery Division.

Re THE STANDARD PORTLAND CEMENT CO.—North, J., 26th April.

Company—Winding up—Two Petitions—Second Petition Presented with Notice of First—Costs.

In this case two petitions were presented for the winding up of the company, the first by the company itself, the second by a creditor. The second petition was, however, advertised before the first. The two petitions came on for hearing together, and the question arose, whether a winding-up order should be made on both petitions, or whether the second petition ought to be dismissed, with costs. It was admitted that the second petition was presented with notice of the first. On behalf of the second petition reliance was placed on some cases in which it has been held that, in determining the question of priority between two petitions, the point to be considered is, not which was presented first, but which was advertised first. And it was urged that the company might have dropped their petition, and that a creditor was, therefore, entitled to present a petition of his own, with the view of insuring, so far as he could, the making of a winding-up order, which he would not have been able to obtain on the company's petition, if they had chosen to withdraw it. On the other hand, it was pointed out that, under the present practice, a person who presents a winding-up petition necessarily has notice at the Central Office of any prior petition to wind up the same company, and, therefore, it was said, priority of advertisement is now immaterial.

North, J., dismissed the second petition, with costs, as against the company. He said that it was presented on the chance of the company not prosecuting their petition. If the company had dropped their petition, the creditor would have had the benefit of his own petition. But the company did not drop their petition, and there was no reason why the costs of the second petition should be borne by them. As against the creditors who appeared, the second petition would be dismissed, without costs. The common winding-up order would be made on the first petition, and the creditors would get their costs of appearance under that order.—Counsel, *Emden*; *Stallard*; *Swinfen Eady*; *Dunham*. Solicitors, *Chinery, Aldridge, & Co.*; *Martin & Bilbrough*; *Nash, Field & Co.*; *C. F. Leighton*.

Re THE BIRMINGHAM CONCERT HALLS (LIM.)—North, J., 26th April.

Company—Winding-up Petition—Affidavit verifying Petition—Petition Presented by Another Company—Affidavit by Secretary—General Order of November, 1862, r. 4.

The question in this case was whether, when a petition for the winding up of a company is presented by another company, an affidavit verifying the petition made by the secretary of the petitioning company is sufficient under rule 4 of the General Order of November, 1862. That rule provides that every petition for the winding up of a company shall be verified by an affidavit, in the form given in Schedule 3 to the order, and that "such affidavit shall be made by the petitioner, or by one of the petitioners, if more than one, or, in case the petition is presented by the company, by some director, secretary, or other principal officer thereof." The rule does not, therefore, in terms provide for the case of a petition presented by a company, other than the company which it is sought to wind up. In the present case the petition was presented by another limited company, and the affidavit verifying the petition was made by the secretary of the petitioning company. A winding-up order having been made, the registrar raised the question whether the affidavit was sufficient.

North, J., held that it was.—Counsel, *Theobald*. Solicitors, *Linklater & Co.*

[A similar affidavit was held sufficient in *Re Cakemore, &c., Colliery Co.* (28 W. R. 299)].

LISTER & CO. *v.* STUBBS.—Stirling, J., 26th April.

Secret Commission—Following into Investments—Injunction.

The defendant Stubbs had been employed as foreman in the business of a dyer formerly carried on by the plaintiff Samuel Cunliffe Lister, and subsequently transferred by him to the plaintiffs Lister & Co. (Limited). It was part of the defendant's duty as foreman to purchase materials required for the purposes of the business. He had been in the habit of making these purchases from a firm of drysalters, Messrs. Varley, who paid him, without the knowledge of the plaintiffs, a commission on all goods purchased. The moneys thus received by the defendant amounted in the whole to a considerable sum, and had been invested by him in the purchase of land and houses. The plaintiffs claimed an injunction to restrain the defendant from parting or dealing with the land and houses.

Stirling, J., said that, without doubt, the plaintiffs were entitled to recover the sums secretly received by the defendant by way of commission in an action for moneys had and received. But the question here was whether the plaintiffs were entitled to follow these moneys into the investments which had been made of them. This was a right which was peculiar to a *cestui que trust* who had money in the hands of a trustee. The plaintiffs were not in this position. The money paid to the defendant was Messrs. Varley's money, not the plaintiffs', and the plaintiffs' only right was to recover it from the defendant by action. The injunction must, therefore, be refused.—Counsel, *Hastings*, Q.C., and *Ashton Cross*; *Fischer*, Q.C., and *J. G. Wood*. Solicitors, *Speechly, Mumford, & Co.*, for *Mumford & Johnson*, Bradford; *W. & J. Flower & Nussey*, for *Berry, Robertson, & Scott*, Bradford.

Re THE BRISTOL JOINT-STOCK BANK (LIM.)—Kekewich, J., 26th April.

COMPANY—WINDING UP—RESERVE FUND—SHAREHOLDER'S PETITION—IMPOSSIBILITY OF CARRYING ON BUSINESS—JUST AND EQUITABLE CAUSE FOR WINDING UP—MAJORITY OF SHAREHOLDERS OPPOSING PETITION—COMPANIES ACT, 1862, ss. 79, 80—COMPANIES ACT, 1879, s. 5.

This was a winding-up petition by a shareholder, and the question was whether he was entitled to the order on the ground that the substratum of the business had failed, and that it ought not to be carried on so as possibly to make it necessary to call up a reserve fund to which he would have to subscribe. There were no outside debts except directors' fees, which were not claimed, except in the event of a winding up, and the majority of shareholders did not support the petition. The capital of the company was divided into £10 shares, of which £5 per share were not to be called up except in accordance with the Companies Act, 1879—*i.e.* in the event of a winding up. 2,400 shares out of 1,000,000 were issued, and £5 per share had been paid up. The company never made any profits during the six years of its existence; it was now doing no business to speak of, and all the paid-up capital had been lost, except enough to shew a balance of £337 1s. 9d. of assets over liabilities. The articles provided for a dissolution when three-fourths of the capital had been exhausted, or at any time by a resolution carried by a majority of three-fourths. It was argued in opposition to the petition that the bank was actually a going concern, and that its goodwill and power of issuing shares were valuable; that negotiations were on foot for amalgamation with another bank; and, further, that this was a question between the shareholders with which the court would not interfere.

KEKEWICH, J., said the winding-up order must be made. The court was reluctant to interfere with the domestic affairs of companies, but he had jurisdiction to do so, although it must be taken that a majority of shareholders opposed the petition, and he must consider whether the business could be carried on or not. Where the court saw that the physical substratum of the company was gone it would make a winding-up order, not because the shareholders wished it, but because the objects for which the company was formed had failed. But this company possessed reserve capital, and no case had been cited where such a company had been wound up on a shareholder's petition, although it had been done on a creditor's petition. The contributory was bound to contribute to carry on the business, but here he had also contracted to subscribe to a fund in the event of a winding up only. It was said that the business must be carried on with the entire amount of capital, paid up and reserved, so as to make him liable to this contingent liability. That was not the contract into which he had entered. The balance-sheet only shewed a small surplus of assets over liabilities, and the company had made no profits at all. On the average expenditure the assets would be gone in a year. The substratum of a banking business was gone. It was a peculiar case, but the petitioner was entitled to say that he would not have the business carried on in order that at some future time, if the business were not successful, the reserve fund, to which he would have to subscribe, might be called up. The usual winding-up order must be made, and the usual order as to costs.—COUNSEL, *Rigby*, Q.C., *Renshaw*, Q.C., and *Farwell*; *Marten*, Q.C., and *E. Ford*; *Haldane*, Q.C., and *Oswald*. SOLICITORS, *Mackrell, Maton, & Godlee*, for *H. C. Trapnell*, Bristol; *Meredith, Roberts, & Mills*; *Herbert F. Oddy*.

High Court—Queen's Bench Division.

Re HAMMOND AND WATERTON'S ARBITRATION—29th April.

SUBMISSION TO ARBITRATION—ARBITRATION OR VALUATION—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), SECTIONS 12 & 27.

This case raised important questions as to the principles which should guide the court in deciding whether a reference to arbitrators is an arbitration, so as to make the award enforceable under section 12 of the Arbitration Act, 1889, or a mere valuation. Hammond was a market gardener, and tenant of a piece of ground, his lease expiring at Candlemas, 1891. The Community of the Sacred Heart had bought the reversion and wanted vacant possession at Candlemas, 1890. They accordingly entered into an agreement (by their agent, Canon Waterton) to refer it to two arbitrators, one a seedsman and the other a market gardener, or their umpire, "to determine what compensation should be paid to the said J. Hammond (*a*) in respect of such yielding up possession of the said close, and (*b*) in respect of the various plants, shrubs, and other chattels and things," included in a certain list; and Waterton agreed to pay within seven days of the "delivery of the award of the said arbitrators or their umpire" the amount of such award. The arbitrators disagreed, and the umpire made his award. On the application of Hammond the master ordered execution to issue thereon. This was an appeal from that decision, the chief contention being that this was not an arbitration within the Act, but a mere valuation and not enforceable by the process of the court. *Re Carus-Wilson and Greene* (18 Q. B. D. 7) was relied on in support of this contention, and on the other side *Re Hopper* (L. R., 2 Q. B. 367), and *Turner* v. *Goulden* (L. R. 9 C. P. 57).

VAUGHAN WILLIAMS, J., said that, in his opinion, the decision of the master was wrong, and the appeal must be allowed. This agreement did not contain a submission to arbitration within the meaning of the Act. The question had been much discussed in *Re Carus-Wilson and Greene*. That case was a consolidating case which gathered up previous decisions, and did not arrive at a conclusion inconsistent with them, although it did not follow that every *obiter dictum* in the earlier cases was correct law. In these cases the words of the subject-matter of the agreement must be looked at to see whether the parties intended an arbitration or a mere valuation. The mere fact that arbitrators, and in case of their disagreement an umpire, were appointed by the agreement was not enough to constitute the matter an arbitration. If there were any observations in *Turner* v. *Goulden* to that effect, that view was overruled by *Re Carus-Wilson and Greene*. Another point to be considered was whether the arbitrators were to act judicially upon evidence or whether they were to rely upon their own knowledge and skill, and in order to ascertain that the position and calling of the arbitrators was to be looked at, and that was the distinction between the cases of *Re Hopper* and *Re Carus-Wilson and Greene*. In the present case what had to be decided was the *quantum* of compensation to be paid to Hammond for giving up possession earlier than he would otherwise have done; the arbitrators were the one a seedsman, the other a market gardener, and it was to be supposed that these persons were chosen because their professional knowledge would enable them to decide without hearing witnesses. The whole matter was nothing more than a valuation, and the sum awarded could not be enforced by the process of the court. It must not be inferred from anything in this judgment that if this had been an arbitration the master was bound to make an order enforcing the award; it would have been necessary to argue the question whether the old rule as to discretion was gone or not. LAWRANCE, J., concurred. Appeal allowed.—COUNSEL, *Cavanagh*; *Willes Chitty*. SOLICITORS, *Thomas Bore*, for *Jackson & Sons*, Carlisle; *Harrison & Powell*, for *Saul*, Carlisle.

WILKES METALLIC FLOORING CO. *v.* MIDLAND RAILWAY CO.—24th April.

COMPANY IN LIQUIDATION—ACTION BY LIQUIDATOR TO RECOVER AMOUNT OF WRONGFUL DISTRESS—RIGHT TO SET OFF RENT DUE FROM COMPANY—MUTUAL DEALINGS—JUDICATURE ACT, 1875 (38 & 39 VICT. c. 77), s. 10—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 38.

The question raised in this case was whether, in an action by a liquidator against the landlord of the company in liquidation to recover a sum of money paid under protest by the company to buy out a wrongful distress, the landlord is entitled to set off a sum of money actually due to him from the company for rent. The plaintiffs held a piece of land at West Kensington and a piece of land at St. Pancras on lease from the defendants. Rent being due in respect of both properties, the defendants seized certain slabs of the plaintiff which were lying on the St. Pancras property and claimed to distrain upon them for the rent due in respect of both premises. The plaintiffs thereupon paid the amount claimed, but as to £30 6s. 11d., the part of it claimed in respect of the West Kensington property, under protest. They then brought this action to recover that sum as having been wrongfully received by the defendants. The defendants admitted that they had no right to distrain upon the St. Pancras premises for rent due in respect of the West Kensington premises, but they claimed to set off against the plaintiffs the amount of rent owing to them. The judge of the Bloomsbury County Court held that there was no right of set off, and gave judgment for the plaintiffs. The defendants appealed. It was contended on their behalf that the tenancy continued after the winding up, and that the landlords were entitled to their rent in full, and could set it off against any money claim made against them by the company, even apart from section 38 of the Bankruptcy Act, 1883 (the "mutual dealings" section).

THE COURT (HUDDLESTON, B., and GRANTHAM, J.) decided on the facts, and on the authority of *Re Oakpits Colliery Co.* (21 Ch. D. 322), that the liquidator had abstained from using the demised property, and that, therefore, the landlords, the railway company, must prove in the liquidation with the rest of the creditors. As to the question whether there were "mutual dealings" such as to entitle the defendants to set off under section 38, they were of opinion that there were not; a liability to repay money arising out of a tort, as in the present case out of a wrongful distress, could not be said to be a mutual dealing between either the liquidator or the company and the landlord. The appeal, therefore, failed.—COUNSEL, *A. T. Lawrence*; *Walter*. SOLICITORS, *Beale & Co.*; *Walker, Son, & Field*.

Bankruptcy Cases.

Ex parte JONES *Re* JONES—C.A. No. 1, 28th April.

BANKRUPTCY—DISCHARGE OF BANKRUPT—DISCRETION OF COURT—"CONDUCT AND AFFAIRS" OF BANKRUPT—CONDITIONAL ORDER—CONSENT TO JUDGMENT—BANKRUPTCY ACT 1883, ss. 24, 28, 29.

This was an appeal from a decision of a divisional court (Cave and A. L. Smith, JJ.) (reported *ante*, p. 349), the question being, what "conduct" of a bankrupt the court is entitled to take into consideration on his application for his discharge. The county court judge at Wrexham granted an order of discharge, subject to the condition of the bankrupts' consenting to judgment being entered against him for £250. The facts of the case were as follows:—In July, 1885, the bankrupt was defendant to an action for breach of promise of marriage, in which the plaintiff recovered judgment for £500. In January, 1886, the bankrupt's father died, leaving behind him personalty valued for probate duty at £2,315, and real estate worth £1,300 or £1,400 more. By his will, made five days before his death, all his children took substantial benefits, except the bankrupt, to whom a legacy of £10 only, payable on his mother's death, was left. On the 11th of April, 1889, a receiving order was made against the bankrupt on his own petition, and he was afterwards adjudged a bankrupt. His assets were practically *nil*, and the only creditor was the plaintiff in the breach of promise action, who proved for £596, made up of damages, costs, and interest on the judgment debt. Shortly before the petition in bankruptcy was filed, the

bankrupt's family offered the plaintiff £250 in satisfaction of her judgment, which, however, was refused. Upon these facts the judge gave the bankrupt an order of discharge, subject to his consenting to a judgment for £250 being entered up against him, such judgment to be deemed to be satisfied if the bankrupt should pay the official receiver £200 within a month. The bankrupt appealed from that decision, and it was contended on his behalf that, under the circumstances, the judge had no power to impose any condition whatever, and that, the bankrupt having commited no offence under either section 28 or section 24 of the Bankruptcy Act, 1883, he was, by the decision in *The Board of Trade* v. *Block* (37 W. R. 259, 19 Q. B. D. 39, 13 App. Cas. 570), entitled to an absolute discharge. Section 24 of the Bankruptcy Act, 1883, provides that every debtor against whom a receiving order is made shall (2) do all such acts and things in relation to his property and the distribution of the proceeds amongst his creditors as may be reasonably required by the official receiver, or trustee, or may be prescribed by general rules, or be directed by the court by any special order. "(3) He shall, if adjudged bankrupt, aid, to the utmost of his power, in the realization of his property and the distribution of the proceeds among his creditors. (4) If he wilfully fails to perform the duties imposed on him by this section, . . . he shall, in addition to any other punishment to which he may be subject, be guilty of a contempt of court, and may be punished accordingly." By section 28 "(1) A bankrupt may, at any time after being adjudged bankrupt, apply to the court for an order of discharge . . . but the application shall not be heard until the public examination of the bankrupt is concluded. (2) On the hearing of the application the court shall take into consideration a report of the official receiver as to the bankrupt's conduct and affairs, and may either grant or refuse an absolute order of discharge, or suspend the operation of the order for a specified time, or grant an order of discharge subject to any conditions with respect to any earnings or income which may afterwards become due to the bankrupt, or with respect to his after-acquired property; provided that the court shall refuse the discharge in all cases where the bankrupt has committed any misdemeanour under this Act or Part II. of the Debtors Act, 1869, or any amendment thereof, and shall, on proof of any of the facts hereinafter mentioned, either refuse the order or suspend the operation of the order for a specified time, or grant an order of discharge subject to such conditions as aforesaid." Sub-section 3 mentions the "facts" referred to in sub-section 2. By sub-section 5 notice of the appointment by the court of the day for hearing the application for discharge is to be published, and "the court may hear the official receiver and the trustee and may also hear any creditor. At the hearing the court may put such questions to the debtor and receive such evidence as it may think fit." By sub-section 6, "the court may, as one of the conditions referred to in this section, require the bankrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of the debts provable under the bankruptcy which is not satisfied at the date of his discharge; but, in such case, execution shall not be issued on the judgment without leave of the court, which leave may be given on proof that the bankrupt has, since his discharge, acquired property or income available for payment of his debts." By section 29 power is given to the court to refuse or suspend an order of discharge, or grant an order subject to conditions, if it appears to the court that a settlement made by the bankrupt before and in consideration of marriage, "where the settlor is not, at the time of making the settlement, able to pay all his debts without the aid of the property comprised in the settlement," "was made in order to defeat or delay creditors, or was unjustifiable, having regard to the state of the settlor's affairs at the time when it was made." The Divisional Court affirmed the decision of the county court judge. They held that the discretion given to the court by the first part of sub-section 2 of section 28, as to the granting of an order of discharge upon a consideration of the bankrupt's "conduct and affairs," is not limited by the subsequent proviso, except in the particular cases mentioned in the proviso, and that in other cases, the discretion of the court is unfettered, and that it can take into consideration, not only such conduct of the bankrupt as is mentioned in sub-section 3, but any conduct connected with or bearing on the bankruptcy.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. LORD ESHER, M.R., said that the debt arising out of the judgment in the breach of promise action was the sole cause of the bankruptcy. The question was, whether sub-section 2 of section 28 empowered the court to take into consideration, on the application for a discharge, any other facts and circumstances than those mentioned in the proviso. Could the court consider other "conduct" of the bankrupt and the state of his "affairs" on other grounds, and act upon that consideration? And, if so, was there any restriction upon the "conduct and affairs" which might be considered? Upon the construction of the section it appeared to his lordship perfectly clear that the court might consider other "conduct and affairs" of the bankrupt than what was mentioned in the proviso. It was section 28 which gave the power to grant an order of discharge. Sub-section 2 said that the court "*shall* take into consideration a report of the official receiver as to the bankrupt's conduct and affairs." This was imperative; but it did not say that the court should consider that only. Then it went on to say that the court "*may*" either grant or refuse an absolute order of discharge, or suspend the operation of the order, or grant an order subject to certain conditions. Stopping at that point, and construing the words according to their ordinary grammatical and idiomatic meaning, there could not be any doubt as to their meaning. It was clear that the court was to take into consideration not only the "conduct" mentioned in sub-section 3, and that, upon that consideration, it could do one of the four things mentioned. Upon that almost indefinite discretion was engrafted the proviso, and the ordinary and proper function of a proviso was to limit in certain cases a prior provision. Here the proviso used the word "shall." It took away in certain cases the discretion given to the court by the previous words, except so far as a discretion was given by the proviso itself. In the cases mentioned in the proviso the court could not give an absolute unconditional discharge. It was clear that the unlimited discretion given by the former words was limited by the proviso in certain cases. In the present case the court had acted on sub-section 6, and his lordship had no doubt that the court had a discretion, and was entitled to consider the judgment in the breach of promise action and the non-payment of the damages. It did not follow that the court was entitled to take into consideration everything which had happened to the bankrupt during his previous life. There must be some limit. The court could not consider conduct which could have had nothing to do with the bankruptcy, either in producing it or affecting it in any way—*e.g.*, a judgment in a breach of promise action many years before, after which the bankrupt had continued to trade; the court could consider only such a judgment for breach of promise as must have affected the bankruptcy. Nothing which was said by the judges in *Block's case* was really inconsistent with this view. In what his lordship himself said in that case he meant what he now said—that the court could not take into consideration any conduct of the bankrupt which had nothing to do with the bankruptcy, but that it could take into consideration any conduct which had to do with it. In the present case the judgment for breach of promise produced the bankruptcy, and the judge was entitled to take it into consideration; and, in his lordship's opinion, he had exercised his discretion rightly, having regard to the circumstances of the case. FRY, L.J., concurred. He said that the provision of sub-section 1 of section 28, that the application for a discharge should not be heard until the public examination of the bankrupt was concluded, was important as throwing light on the question whether the judge might consider all relevant circumstances, or whether he could consider only those things which were mentioned in the proviso to sub-section 2. In his lordship's opinion, the object of postponing the hearing of the application till after the public examination was, that the judge might take into consideration all the information obtained by means of that examination. The words of sub-section 2 were very large. There might, no doubt, be some "conduct and affairs" of the bankrupt which would be immaterial upon the question of his discharge. But the official reciver might report upon all conduct and all affairs of the bankrupt which would be material in assisting the judge in coming to a conclusion about the order of discharge, and the court was bound to consider the report. Then a very large discretion was given to the judge. He might do one of four things mentioned. The duty was imposed on the judge to do one of the four things, though he had a discretion as to which he should do. Then came the proviso, which was a double one. When certain things were proved the discretion previously given was taken away. Under some circumstances the court was bound to refuse a discharge altogether, and under others the court was prevented from granting an absolute unconditional discharge, but might do any one of the other three things mentioned. It was plain that in certain cases the proviso had taken away the discretion of the court, and the reference to the facts mentioned in sub-section 3 was intended to fetter the discretion only in the particular cases mentioned. Again, for what purpose was the provision of sub-section 5, that "the court might put such questions to the debtor and receive such evidence as it may think fit"? Because there might be circumstances outside sub-section 3 which would be material to the exercise of the discretion given to the judge. That only would be material which was relevant to the exercise of the discretion. If the discretion was to be exercised only in the limited way which had been contended for, it was difficult to see which of the facts mentioned in sub-section 3 could be a reason for requiring judgment to be entered against the bankrupt as provided by sub-section 6; there was no relation between those facts and the entry of such a judgment. In his lordship's opinion the court had an unfettered discretion in any case in which it thought that judgment should be entered under sub-section 6, and he saw no ground for interfering with the exercise of discretion in this case. LOPES, L.J., concurred.—COUNSEL, *Cooper Willis*, Q.C., and *F. Cooper Willis*; *Sir R. Clarke*, S.G., and *Muir Mackenzie*; *Lankester*. SOLICITORS, *Rooks & Co.*; *Solicitor to the Board of Trade*; *Morgan, Son, & Upjohn*.

Re SPACKMAN, *Ex parte* MAY—C. A. No. 1, 25th April.

BANKRUPTCY—ASSIGNMENT OF GOODS OF DEBTOR—ACT OF BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52) s. 4, SUB-SECTION 1 (*a*) (*b*).

This was an appeal from the decision of a divisional court (Cave and A. L. Smith, JJ.). In November, 1886, the debtor, Mr. Spackman, was in difficulties. His principal property at that time consisted of some furniture and household effects at Swindon, and of some office furniture and fittings at Bradford in Wiltshire. He gave an authority to a Mr. Redway, an auctioneer, to sell his property at Swindon, and this coming to the knowledge of his creditors, a Mr. Jones, who was himself a creditor, and who acted for other creditors of Spackman, informed Messrs. May & Co., who were acting for him, that unless the proceeds of the sale were set aside for the benefit of the creditors he would take proceedings in bankruptcy. It was thereupon arranged that the proceeds of the sale should be paid into the bank to the account of Messrs. May and of Mr. Redway as trustees for the creditors of Spackman, and on the 22nd of November Spackman authorised Redway by letter to sell the property and pay the proceeds in to the bank to such joint account. On the 14th of December, 1886, a receiving order was made against the debtor, the act of bankruptcy on which it was founded being stated to have been committed on the 3rd of December, but the county court judge held that there was evidence of an act of bankruptcy having taken place on the 22nd November within the meaning of section 4, sub-section 1 (*a*), of the Bank-

ruptcy Act, 1883, and he only allowed the costs of solicitors up to that date. The solicitors appealed, contending that the transaction of November 22 did not amount to an assignment of the debtor's property for the benefit of creditors. The Divisional Court upheld the decision of the county court judge.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.), having taken time to consider the question, reversed this decision. Lord ESHER, M.R., said that the trustee had to make out that the debtor had on the 22nd of November committed an act of bankruptcy to the knowledge of his solicitors. No doubt what he then did was done with the knowledge, if not by the advice, of his solicitors, but the question was whether it amounted to an act of bankruptcy. It was an agreement that certain persons should take and sell his property and should hold the proceeds of sale for the benefit of his creditors. Taking it thus, it certainly could not be contended that it was intended to defraud his creditors, to defeat or delay them. It was carried out at the instigation of, and for the benefit of, the creditors. The transaction, therefore, plainly did not come within section 4, sub-section 1 (*b*). Did it, however, come within sub-section (*a*) as a conveyance or assignment of a debtor's property to trustees for the benefit of his creditors generally? The phrases used in the sub-section must be construed according to their well-known acceptation in bankruptcy law before the Act was passed. Conveyance was a well-known term of art, as applied to a transfer of real property, and the meaning of assignment was equally well settled. It meant a transfer by deed. There must be a deed by which a man transferred the whole, or substantially the whole, of his property to trustees for the benefit of his creditors generally in order for the sub-section to apply. No dealing with the property by declaration of trust or agreement was sufficient. Under the old law, the assignment by a man of the whole of his property for the benefit of his creditors was not in itself an act of bankruptcy, but it was evidence of a fraud on the bankruptcy laws on his part. The question of intent had, therefore, to be left to a jury, and as the inquiry was generally futile the Act of 1883 enacted that the mere assignment of the whole property was in itself, without any fraudulent intent, an act of bankruptcy, while sub-section (*b*) dealt with dispositions of property with intent to defraud. The assignment must be of the whole property, or of substantially the whole, and it must be a regular assignment by deed. It was plain, therefore, that this transaction was not within the sub-section. FRY, L.J., agreed. The question of fraud was in each case a question of fact, and it was plain here that a transaction entered into at the instigation and for the benefit of the creditors was not a fraud upon them in the sense of being intended to defeat or delay them. That disposed of sub-section (*b*). As to sub-section (*a*), there were many methods in which property might be transferred. That the Legislature were fully aware of this was patent from the fact that while in sub-section (*a*) they spoke only of "conveyance or assignment," in sub-section (*b*) they spoke of "conveyance, gift, delivery, or transfer." It was plain, therefore, that the Legislature did not intend to include under sub-section (*a*) any dealing with property by declaration of trust or by agreement, but only by conveyance or assignment. Nor must the assignment be only of part of the property of the debtor. Sub-section (*b*) spoke of property, or any part thereof, but sub-section (*a*) was confined to "property," meaning substantially the whole property. There must be a formal assignment of the whole in order to create an act of bankruptcy under the section. It was plain that there was nothing of the kind here, and since what was done was not fraudulent, no act of bankruptcy had been committed. LOPES, L.J., delivered judgment to the same effect.—COUNSEL, *Henn Collins*, Q.C., and *F. C. Willis; Cooper Willis*, Q.C., *Poole*, Q.C., and *Wace*. SOLICITORS, *May, Sykes, & Batten; G. L. P. Eyre & Co.*

Solicitors' Cases.

Ex parte LICKORISH, *Re* WALLIS—C. A. No. 1, 25th April.

MORTGAGE—REDEMPTION—SOLICITOR-MORTGAGEE—RIGHT TO PROFIT COSTS.

The question in this case was, whether, upon the redemption of a mortgage, the mortgagee being a solicitor, who has acted in the matter on his own behalf, he is entitled to charge against the mortgagor, as part of the mortgagee's costs, profit costs in relation to professional work on his own account, for which he would have been allowed to charge if he had employed another solicitor to act on his behalf. An order had been made rescinding a receiving order, on the terms of the debtor paying to the petitioning creditors, with whom the debtor had deposited the certificates of some shares as security for their debt, the amount due to them for principal, interest, and costs, and the debtor had paid a sum of money into court to answer what should be found due to them. The petitioning creditors were solicitors who had acted on their own behalf in various matters in relation to the mortgage debt, and in particular in the issuing of some executions to enforce a judgment for the debt. The executions had proved abortive. Mr. Registrar Linklater held that, in relation to these proceedings, the mortgagees were not entitled to charge profit costs against the mortgagor, and that they could only charge costs out of pocket. On the appeal *Solater* v. *Cottam* (5 W. R. 744), *Re Roberts* (38 W. R. 225, 43 Ch. D. 52, *Field* v. *Hopkins* (*Weekly Notes*, 1890, p. 8), *Re Donaldson* (27 Ch. D. 544), and *London Scottish Benefit Society* v. *Chorley* (32 W. R. 523, 13 Q. B. D. 872) were cited.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. Lord ESHER, M.R., said the appellant's argument really came to this, that *London Scottish Benefit Society* v. *Chorley* had overruled *Solater* v. *Cottam* and several other cases. It certainly had not done so expressly. The argument was a very dangerous one, for the cases said to have been overruled were not then considered by the court. The only question could be, whether those cases had been overruled by necessary implication. The rule for many years had been, that the rights *inter se* of mortgagor and mortgagee depended on the contract between them, and that, when there was no express contract, but only the ordinary contract arising out of the relation of mortgagor and mortgagee, the mortgagee could not charge the mortgagor as part of his costs with remuneration for his own services in relation to the mortgaged property or the security. That rule was not confined to solicitors; it extended to any mortgagee who was capable of giving, and did give, his own services in relation to the property or security. This rule arose out of the relations of mortgagor and mortgagee. It was laid down more than thirty years ago, and must be well known to solicitors, and when such a rule had been so long established, the Court of Appeal, even if they would not originally have come to the same conclusion, always acted on the principle that all subsequent contracts must have been made subject to the rule, and, therefore, they would not overrule it, even if they should not originally have agreed with it. But, on the contrary, his lordship thought that it was consistent with every principle of justice that a man should not be entitled to charge for costs and expenses, when he had not incurred any. The present appeal could not be allowed without overruling *Solater* v. *Cottam*, *Re Roberts*, and *Field* v. *Hopkins*. There was no reason why those cases should be overruled. *London Scottish Benefit Society* v. *Chorley* applied only to the costs of litigation, and had nothing to do with costs as between mortgagor and mortgagee. And, even in that case, the court did not hold that a solicitor who had conducted litigation personally was entitled to the same costs as if he had employed another solicitor. They took a middle course, and gave the solicitor more costs than if he had been an ordinary litigant, but less than if he had employed another solicitor. In his lordship's opinion *Solater* v. *Cottam* and the recent cases before Kay, J., were rightly decided. FRY, L.J., said that the case turned upon the effect of the ordinary contract arising out of the relation of mortgagor and mortgagee, when there had been no special agreement. It was well settled that in such a case, in order to redeem the mortgage, the mortgagor must pay (1) the principal mortgage debt, (2) interest thereon, (3) the proper costs, charges, and expenses incurred by the mortgagee in relation to the mortgage security and the mortgage debt, and (4) if there had been litigation in relation to the mortgage security or the mortgaged property, the proper costs of that litigation. The question now was, not as to the costs of litigation, for there had been none, but as to costs, charges, and expenses properly incurred by the mortgagee. So far as his lordship was aware, no case could be found in which a mortgagee had been allowed remuneration for work done and labour undertaken by him on the ground that it formed part of his costs, charges, and expenses properly incurred. On the contrary, the court had often said that a mortgagee was entitled to charge the costs and expenses of work properly done, but that, if he chose to do the work himself, he could not charge for it. This rule did not apply only to a solicitor. If a mortgagee was a surveyor, and he acted as such in relation to the mortgaged property, he could not charge for his work as part of his mortgagee's costs. In the same way, if a mortgagee in possession employed another person to receive the rents of the mortgaged property, he could charge for the receiver's remuneration, but, if he received the rents himself, he could not charge for his own time and trouble. In his lordship's judgment this rule was well ascertained, and it was not acted upon for the first time by Kindersley, V.C., in *Solater* v. *Cottam*. No exception to the rule was established by *London Scottish Benefit Society* v. *Chorley*. LOPES, L.J., concurred. The solicitor had done the work in question himself, and there were, therefore, no costs which he could claim in respect of it, except payments out of pocket made by him. The rule laid down by *Solater* v. *Cottam* and the cases before Kay, J., was a just and wholesome one.—COUNSEL, *Lane*, Q.C., and *Maidlow*; respondent in person. SOLICITORS, *Lickorish & Bellord*; *W. Rogers*.

MOXON *v.* SHEPPARD*—Q. B. Div., 25th April.

CHARGING ORDER—SOLICITORS ACT, 1860, s. 28—MONEY PAID INTO COURT "TO ABIDE THE EVENT."

This was an action to recover £96 11s. 3d. due from the defendant under a covenant for indemnity in an indenture of assignment of leasehold property at Rotherhithe. The plaintiff had not paid this amount, but was liable to pay the same under a final judgment recovered against him, as original lessee, by J. R. Mayfield, the freeholder of the property. On a summons under order 14, the master ordered the whole amount to be paid into court to abide the event as a condition of the defendant having leave to defend, and the defendant's appeal against this order was dismissed. The defendant thereupon paid the sum ordered into court, and the action proceeded. Before trial the plaintiff and defendant compromised the action without the knowledge of the plaintiff's solicitors, and without any provision being made for the costs of the latter, and the plaintiff thereupon discharged his solicitors. After the compromise the defendant's solicitor took out a summons for stay of proceedings, and for payment out to the defendant of the sum paid into court, and he obtained the signature of the plaintiff, acting in person, to a consent to an order in the terms of such summons. On the return of such summons Master Butler refused to make the order for payment out (notwithstanding the consent), being of opinion that the compromise was not a *bond fide* one, and he adjourned the summons until after the trial of an issue in garnishee proceedings, which had meanwhile been instituted at the suit of Mayfield, seeking to attach the debt due from the defendant to the plaintiff in this action, and alleging that the compromise effected was void against him as a creditor of the plaintiff. Messrs. Todd, Dennes, &

* We are favoured with a report of this case.

Lamb, the plaintiff's late solicitors, thereupon applied for a charging order on the sum of £96 11s. 3d. in court, under the 28th section of the Solicitors Act, 1860. The master made such charging order, and Lawrance, J., dismissed, with costs, the defendant's appeal against the charging order. The defendant now appealed to the Divisional Court. Counsel for the defendant contended that the sum paid into court to abide the event was not "recovered" or "preserved." The plaintiff and defendant having compromised the action, the same is now at an end, and the property can never be "recovered." The money in court belongs to the defendant, and it cannot be charged with the payment of costs to the plaintiff's solicitors, who must look to the plaintiff for payment. Counsel for the solicitors urged that the money in court, if not "recovered," is, at any rate, effectually "preserved." The master has found that the compromise between the plaintiff and defendant was not a *bonâ fide* one, and both the master and judge believed that the purpose of this compromise was to deprive the solicitors of their costs. The charge is in the nature of salvage, and attaches to the property recovered or preserved independently of the person to whom it belongs. *Twynam* v. *Porter* (L. R. 11 Eq. 181) is an analogous case; the payment into court to abide the event in this action corresponding to the appointment of receiver in that matter.

The Court (Huddleston, B., and Grantham, J.) dismissed the appeal. This money was ordered to be paid into court, and afterwards the plaintiff and defendant agreed together to settle the action in order to deprive the solicitors of their costs. Perhaps it is not recovered, but it was in course of recovery, and would have been recovered but for the collusive proceedings between the plaintiff and defendant. At any rate, it was "preserved" within the meaning of the Act. Appeal dismissed, with costs.—Counsel, *E. T. Holloway; Montagus Lush.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Special General Meeting.

A Special General Meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 25th ult., the President, Mr. Grinham Keen, taking the chair.

Joint-Stock Companies—Waiver Clause—Protection Against Fraud.

Mr. Edmund Kimber (London) moved the following resolutions, of which he had given notice:—(1) "That the general use of what is called the Waiver Clause in prospectuses of Joint Stock Companies, under the advice of the best men in both branches of the profession, notwithstanding the declaration of Lord Justice Lindley that it is of doubtful validity, shows that the Legislature has overstepped the requirements of commerce and the common sense of mankind. (2) That for the purpose of checking fraud, any future legislation on the subject of Joint Stock Companies ought to proceed upon the lines of compelling the registration of all prospectuses, reports, balance-sheets, and notices, and requiring greater freedom in disclosure of accounts, rather than of making that criminal by statute which is not criminal, or of changing the law in a wholesale and drastic way which may only have the effect of driving business from the country." He said he had taken the pains to look at many hundreds of prospectuses during the last twenty-five years, and he had found that the total capital issued amounted to something like £3,400,000,000, and in nearly all of those prospectuses he found, as the solicitors, the names of members of the society. During the year 1887, £200,000,000 was invested in this way, and during 1888 £180,000,000. The names of the most eminent members of the solicitor branch of the profession were to be found upon the prospectuses, and upon several of them the names of members of the council appeared. In nearly all of these prospectuses the waiver clause had been adopted, and where it was not adopted there was the sentence, "No promotion money whatever has been paid, or will be paid, in respect of this company." Even that seemed to be of doubtful validity, because the views of the judge so enlarged the term promoter, that often the office-boy who posted the letters might become a promoter. Anybody was a promoter who promoted. The term promoter in his (Mr. Kimber's) opinion had not been in any respect defined by the Courts, and the effect of the waiver clause had not yet been defined by the courts. Lord Justice Lindley had said that the statute was very badly worded, gave rise to much discussion and no little difference of opinion. The information given was worthless practically. The act only required names and dates to be given, the nature and effect of the contract entered into need not be stated, but it was obvious that that was what it was most material to know. Compliance with the statute did not protect a false prospectus from being treated as fraudulent if it were proved that it was so. Lord Justice Lindley appeared to have thrown the whole of the profession and the public into a state of confusion with regard to the matter. Before going to Parliament he (Mr. Kimber) thought it exceedingly desirable that the Society should discuss the question, which affected the members very seriously. The waiver clause was inserted for the purpose of protecting the directors, but he did not think any of those he was addressing could have the slightest doubt that the directors in asking the solicitors to insert this waiver were acting in a perfectly *bonâ fide* way. But in times of adversity solicitors would be attacked. Judges formed their ideas of joint-stock companies from the winding-up cases which came before them, and they got a horrible notion with regard to them. The cause was to be found in the construction of the Act of Parliament from the faulty way in which it was drawn. He thought he had shewn that it was to the interest of the profession and the public that some alteration should take place in the law whereby it would not be necessary to resort to taking Counsel's opinion upon inserting the waiver clause, and on the other hand that shareholders should not be put to the responsibility and expense of taking their solicitors' advice when they found, after receiving good dividends for a time, that they were not likely ever to receive any more. And they wanted to know whether the waiver clause was good or not. Turning to the second resolution, he said he had been attacked in the press for having given notice of these resolutions. He had been attacked on the ground that the first resolution was a retrograde movement, that if there were any fresh legislation there would be less check to fraud, and they would have gamblers in the City floating fraudulent prospectuses by the score. But he did not apprehend any such consequences. He thought it was to the interest of the profession and the public to have a truthful prospectus, and in agreement with the highest interests of commerce and business. What every one was interested in was, that commerce and business should be honestly and truthfully conducted, and in order that this might be the case there must be the protection of the law and a correctly drawn Act of Parliament. The object of solicitors was to check fraud and to protect their clients from the consequences of fraud, therefore he proposed the second resolution. He thought every one must come to the conclusion that the decision of the House of Lords in *Peek* v. *Derry* was no more than good and sound law. It was a definition of what actually was fraud. Lord Bramwell was the first member of the House to bring that up, and he hit against what had been imported into the practice and doctrines of the Chancery Division of the High Court of Justice as legal fraud. Lord Bramwell had attacked the phrase and said rightly there was no such thing as legal fraud. No fraud he had said could be legal, all was unlawful. It did not matter whether the fraud was condemned by civil process or the criminal law. To say that directors and solicitors had committed fraud in the promulgation of a prospectus was to say that they had committed crime. The statute did not say it was dishonest, but that it was to be held dishonest; and the two things were very different. The House of Lords had come to the conclusion that unless a prospectus had plainly written upon it a statement which could be proved to be untrue and fraudulent with the knowledge of the directors they were not guilty of fraud, and this was totally different to the doctrine upheld by the Courts of Chancery for many years past. In consequence of its being upheld in the Chancery Division, some of his (Mr. Kimber's) clients had been ruined for life. They were all interested in having a clearer definition as to what was to be done under this Act of Parliament. The present safeguards against fraud were not sufficient. The 38th section itself was not sufficient. What was there to prevent a promoter having all the framework of the contract drawn up and engrossed and signed without a date, and then delivering it after the issue of the prospectus? Who was to say whether the prospectus had been entered into before or after? How many millions of prospectuses were destroyed in the City immediately after allotment, immediately after the money was in the coffers of the company, and all traces blotted out? Therefore, he proposed they should be registered. Balance-sheets, too, were often published for the purpose of putting a fictitious value on shares. They ought not only to be registered, but experts should be able to go to the offices and compare them with the books to see if they were correct.

Mr. John Walter (London) seconded the motions without comment.

Mr. Edwin Smith (London) moved as an amendment: "That in consequence of the frequent use of what is called the waiver clause in prospectuses of joint-stock companies, the interests of commerce, and the safety of the public, require that clause 38 of the Companies Act, 1867, should be amended by making such waiver clause void, and also making it compulsory to insert the short purport or effect of all contracts entered into, as well as the dates and names of parties. Promoters, some of them, were men of no means, and they were ready to enter into a contract for the purchase of a patent, business, or some concern which it was proposed to turn into a joint-stock company, and having entered into the contract to purchase the undertaking at a round figure—an immoderate figure, perhaps—they immediately set about issuing their prospectus, getting up their memorandum of association, and registering the company. And when it was registered they sold for a large sum of money, altogether out of proportion, the proceeds of which they put in their own pockets, and they were quite content so long as the capital was subscribed. Nothing more was heard of the promoter, and the shareholders had to suffer. This had the effect of producing a want of confidence in legitimate concerns, which had to suffer in consequence. Mr. Kimber had said that if the short purport or effect of these contracts were inserted in prospectuses, they would take up a lot of room and trouble. He (Mr. Smith) thought that statement very weak, because he had found, in looking over prospectuses, that space was not spared in other respects. Matter was put in which it was thought would affect the judgment of the public in subscribing. If the contract was clear and *bona fide*, there could be no objection to saying shortly what it was. The public should be able to judge when they would get the value of what they purchased; and if the short purport and effect were stated there could be no difficulty in putting the contract in this way so that the public might have full notice of what they were asked to subscribe to.

The amendment having been duly seconded, it was put to the meeting, when fourteen votes were given in its favour and twenty-one against. It was therefore lost.

The original motion was then put with a like result, twelve votes being given in its favour and twenty-five against.

Summons in Chambers—Solicitor's Fee.

Mr. A. H. Hastie moved, in accordance with notice:—"That in the opinion of the Incorporated Law Society it is desirable that in all cases where one of the parties to a summons in chambers attends by counsel and the other party by a solicitor, and the summons is marked as fit for counsel, the solicitor shall, in the absence of good cause to the contrary, be allowed a fee of not less than £2 2s."

Mr. S. Spyer, C.C. (London), seconded the motion, but rather regretted

that it did not go further. This was a question which, to his mind, interested the public. He had for many years been a member of the profession, and he had seen, very frequently, cases going before a judge in chambers in both divisions of the court in which counsel had been unnecessarily employed, and it had frequently been his lot, when attending to oppose these applications to have succeeded in obtaining—he was speaking specifically of the Queen's Bench Division—the refusal to certify for counsel on the other side. He had frequently induced the judge to say, "This is an application which ought not to have been attended by counsel. A solicitor is equally qualified, and I will not certify for counsel." The employment of counsel was an encouragement to solicitors, he was sorry to say, to increase costs, which they desired to avoid in the interests of their clients, and when they found that counsel was to be employed on one side, they were induced to employ them on the other. It increased costs, because there were affidavits and copies of various documents to be supplied to counsel. He was quite sure that solicitors felt that it was undesirable in the interests of the public to increase costs, and he was sure also that the present generation of solicitors were in many instances competent to appear in these matters equally with counsel or even better, because they knew all the facts of their case, which facts they could not, with the very best intentions, infuse into the minds of counsel, and they could deal with them—certainly in the Queen's Bench Division—far better than could counsel. He perfectly agreed that there were many points of law which could be better argued by counsel, and in those cases it was proper to employ counsel; but if a solicitor was able to argue these legal points he should have the benefit of the increased fee. Most of them knew that if they appeared in these cases in the Queen's Bench Division they got a fee of 6s. 8d. before the master and even before the judge. He had endeavoured to induce the judge to increase the fee in many instances. He had pointed out that he (the judge) had the power to do so in exactly the same way as was done by the chief clerks in the Chancery Division, but he did not apprehend that the rule which enabled the chief clerks and judges in the Chancery Division to certify for the higher fee did not equally apply to the Queen's Bench Division. Mr. Justice Field had said to him in one case, "I quite agree with you. When I see a solicitor before me who takes the trouble to come here, as they more frequently ought to, out of respect to the judge, instead of sending clerks who are sometimes incompetent, as they often do, the solicitor ought to be better remunerated, but I hesitate to make a precedent. Bring it before the Incorporated Law Society." Unless the Society passed a resolution that in its opinion not only the two guineas should be allowed, but that there should be a further fee allowed to solicitors attending before the judge of the Queen's Bench Division in chambers than 6s. 8d., the solicitors would never succeed in getting any further remuneration. Now that the whole of the judge's work in the Queen's Bench Division consists of appeals from the Masters, he (Mr. Spyer), thought it was incumbent upon solicitors in almost every case to go there personally if they could. But they would never be encouraged to do it until some effort was successfully made to obtain an increased allowance for so doing. The present 6s. 8d. was a miserable remuneration, and that was the reason why, in the Queen's Bench Division, in many instances they saw the counsel list overweighted, and the summonses without counsel with hardly anybody there. It was to the interest of the public that this should be corrected, and he would like to add to the resolution these words: "The Society is also of opinion that it should be represented to Her Majesty's judges that the fee for attending before the judge in the Queen's Bench Division should be discretionary with the judge, and that he should be asked to exercise that discretion in all cases."

Mr. HASTIE accepted the addition, namely, that it should apply in all other cases than those specified in his motion.

Mr. V. I. CHAMBERLAIN (London) moved as an amendment: "That the council be requested to consider the question of fees allowed to solicitors in chambers, and to take such steps as may appear desirable." He thought the subject required more consideration than it was likely to receive at a meeting of this kind, and in its present form he thought the resolution imperfect.

Mr. F. K. MUNTON (London) seconded the amendment. He thought it very undesirable that a hard and fast rule should be fixed.

Mr. JOHN HUNTER (London) thought it as well that the meeting should know that the council had passed a resolution to this effect several years ago—that they should apply to the judges to fix the fee at £2 2s. to the solicitor in every case where counsel was on the other side. He thought the resolution was communicated to the judges, but was not quite sure.

Mr. HASTIE, in reply, said that it appeared to him that the amendment was met by what had fallen from Mr. Hunter, therefore, seeing that it was the feeling of the council that the allowance should be made, he hoped the resolution would be carried.

The amendment was then put, when forty-eight votes were given in its favour and thirty-eight against. It was therefore carried, and it was then put as a substantive motion, with the same result.

BARRISTERS' CLERKS' FEES.

Mr. PERCY GORDON (London) moved, in accordance with notice, "That the council be requested to appoint a committee to inquire into and report upon the present practice of paying fees to barristers' clerks, with a view to the abolition of such fees." He thought no one would dispute the importance of the subject. He supposed there was no practising solicitor who had not at some time or other been struck by the extraordinary anomaly of the practice of paying barristers fees which now prevailed. When they had occasion to consult or employ counsel, with the fee which was sent them it was necessary to add a certain precentage for the fee to the clerk. Of course, it was impossible to be blind to the fact, that should the committee for which he asked be appointed, and the result be the abolition of these clerks' fees, it might indirectly inflict a large pecuniary loss upon the barristers; but that was a point for the committee to deal with. But if that should be the result, it only proved that the present practice was a bad one, and counsel should be remunerated on such a scale as should enable them to properly remunerate the clerks they employed. Solicitors carried on their business at a very heavy expense, they paid large salaries to qualified clerks, and he could not see why other professional men should not do the same. His personal contention was that the present system was theoretically unjustifiable, and also that it was practically a vicious one. He was at an entire loss to understand upon what principle it was defended. The mischievous consequences were obvious. The clerks of barristers not being paid by their employers, but by the public through solicitors, were demoralised by the system, and a great many of them endeavoured to increase their salaries by resorting to most indefensible and unscrupulous tactics. He was strongly of opinion that ninety-nine people out of a hundred outside the profession were entirely ignorant that this practice prevailed, and he could not see any justification for it. Solicitors had the odium of collecting these fees.

Mr. F. R. PARKER (London) seconded the motion, on the simple principle that, whatever was the origin of these fees, they were now utterly indefensible in principle and vicious and erroneous in practice. He did not think this a proper time to go into details, but it must be known to them all that under the scale of clerks' fees no objection was raised when a brief was marked with ten guineas, whereas if it were made twelve guineas the barrister objected because it did not carry with it the enhanced fee the clerk was entitled to if it was marked with fifteen guineas. That showed the position the barrister occupied, and was a good instance of the rule, "No man can serve two masters."

Mr. SPYER remarked that in Ireland the fee was so many guineas for the barrister and nothing for the clerk.

Mr. HASTIE thought that if the public wished the fees abolished they should move in the matter. There was no reason why solicitors should object so long as their clients did not mind paying the fees.

Mr. RICHARD SMITH (London) moved the previous question, because he thought it undesirable that the society in public meeting and in a public capacity should enter into questions between the two branches of the profession.

Mr. H. E. GRIBBLE (London) seconded.

The previous question was carried by sixty-two votes to fifty-one.

LAW SOCIETY CLUB.—SUBSCRIPTIONS.

Mr. JOHN HUNTER (London) moved the following resolutions, of which he had given notice:—"That rules 3 and 4 of the rules and regulations of the Law Society Club be altered as follows: — Rule 3.—That in lines three and four 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members of the club taking out town certificates. Rule 4.—That in lines five and six 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members who do not take out annual certificates, if they hold any offices in the Supreme Court of Judicature, or reside within ten miles of the General Post Office, in the City of London." He said the club was governed by rules which were imposed upon it by the society generally, and under these it was necessary to come to the society in general meeting to sanction the alterations now proposed. The committee of the club had satisfied themselves by their experience of its working since it was started under the new regulations that it could not be worked successfully without a subscription of six guineas instead of five. The alteration had been agreed to unanimously at a general meeting of the club and approved by the council of the society, and he asked the society in general meeting to sanction it.

Mr. E. FRESHFIELD (London) seconded the motion without comment.

Mr. WALTER moved an amendment, "That the annual subscription to the club henceforth be reduced to one guinea." The number of members of the club was decreasing instead of increasing, as it was said would be the effect of the alteration of its constitution in 1884. Were they to be an *imperium in imperio*, the club dictating terms to the society as to their use of the society's apartments? A section numbering less than 400 out of 2,000 and more settling down on the premises created by the society's money, and saying, "We mean to keep them entirely to ourselves unless you pay a further contribution." It was marvellous—it was monstrous. The rights of property were set at nought by a clique.

Mr. H. M. YETTS (London) seconded the amendment without comment.

Mr. W. MELMOTH WALTERS (London) doubted very much whether, under the circumstances, the amendment was in order. There was a provision in the club rules that the amount of the subscription should not be altered without the sanction of the society, but no provision that the club was to accept a rule imposed upon it from outside. The club was the tenant, and the society the landlord, and how could the tenant dictate to the landlord? They might have rent in kind quite as well as in money, and the rent in kind which the club paid was that it helped to keep up the Institution. It formed a focus around which solicitors gathered. The society owed its origin, indeed, to two clubs, formed of members of the solicitor branch of the profession, known as the Verulam Club and the Amicable Law Society, and up to the present time a club had been in existence, and had been nurtured by the society, and in return it had expended its energy in the support of the society. The club were merely tenants, and the tenancy could be put an end to on a year's notice. It could not be helped that the club was of more use to those practising in the neighbourhood than to those at a distance. He urged that there should be an end to all these bickerings. The club had abolished the ballot, and any member of the society could join the club by paying his subscription, and could leave it at any moment.

Mr. WALTER having replied,

The amendment was lost, six votes being given in its favour, and an overwhelming majority against.

Mr. COLDICOTT (London) moved that the meeting do proceed to the next business. He could not see how they could judge as to the desirability of raising the subscription, because there were no accounts before them, and

they knew nothing about it. They did not know whether an extra guinea was required or not.

Mr. WALTER seconded.

The motion was lost, eight votes being given in its favour and a large majority against.

The original motion was then carried,

MR. JUSTICE MANISTY.—MR. JUSTICE FIELD.

The following notice stood on the paper of business:—"Mr. Charles Ford will move: 'The members of the Incorporated Law Society of the United Kingdom, in general meeting assembled, hereby record their sense of the great loss sustained by the judicial bench owing to the death of Mr. Justice Manisty and the retirement of Mr. Justice Field, whose long career of honourable and distinguished services to the State was in each case commenced in the ranks of the solicitors' profession.'"

The PRESIDENT said: You will have noticed there are some resolutions standing in the name of Mr. Ford. Mr. Ford is not able to get here to-day. One of them relates to the death of Mr. Justice Manisty and the raising of Mr. Justice Field to the peerage. Mr. Ford was going to move resolutions, one of condolence, and the other congratulating Baron Field. I wish to inform the meeting that the council, in the name of the society, passed resolutions in both these cases, and forwarded the resolution of sympathy to Lady Manisty, and the other congratulation to Baron Field. We had an extremely nice letter from Baron Field, in which he spoke of the useful measures which the society constantly brought forward.

COMMISSIONERS TO ADMINISTER OATHS.

The following notice stood on the paper of business:—"Mr. Charles Ford will move: 'That in the opinion of this meeting the remarks of Mr. Justice Kay in *Bourke* v. *Davis*, in reference to the practice of commissioners when administering oaths, call for the serious attention of the council of the society, with a view to improving such practice"'; but as Mr. Ford was not present it was not proceeded with.

LIBRARY CATALOGUE.

Mr. F. R. PARKER asked, in accordance with notice, the following question: "What progress has been made with the new catalogue of the library, and when will it be available for the members, and on what terms?"

The PRESIDENT: The new catalogue is in type as far as the word "Directories." It will be available for the members about Midsummer, 1891. The entire collection is catalogued, but the arranging and editing are not yet completed.

Mr. PARKER moved the following resolutions, of which he had given notice: "1. That the new catalogue be followed by annual supplements, until such time as, in the opinion of the council, it be desirable to re-issue the whole." "2. That the catalogue should include, in an appendix, the Mendham Collection." He observed that every new book which came into the library must of necessity, be recorded by the librarian. The object of a catalogue was to inform the members of the contents of the library, to increase their interest in it, and whether it were called a supplement or a mere reprint of a list which the librarian must necessarily keep, he thought it should be distributed and circulated. He apprehended that many of the members were not much better acquainted than he (Mr. Parker) was with the Mendham Collection. It was a collection of very valuable books, amounting to about 250 in all, which were presented to the Institution in 1871, having been formed by Mr. Mendham, and placed by him at the disposal of Mr. Collette. They related principally to controversies between the Churches of England and Rome, especially during 1688. Intrinsically, he believed they were of great value. To the members they had proved of little or no value, and they were filling up the shelves. He had enquired of the librarian, and ascertained that during the thirteen years he had been appointed he had been applied to by no member in respect of them. The books were partly in the examination hall, and partly in a case in the library, carefully kept under lock and key. Although the members had not had occasion to resort to them, the librarian had informed him that from time to time experts and clergymen had sought permission to consult them. Mr. Collette, who had assisted in bringing them to the library, was he (Mr. Parker) believed a student upon the subject mainly dealt with, and it was conceivable that he desired to have them near at hand for the purposes of study. The council had printed a catalogue, but he believed very few members possessed it. At all events, so few existed, that the librarian was possessed of one copy, which he kept under lock and key. He himself had certainly never heard of the catalogue until the other day. It had occurred to him that these valuable books could very well be replaced by books more appropriate and profitable to a society of practising lawyers. Very few were interested in the subjects of which the collection treated, and there were many books sadly needed in the library, and which would be a very valuable acquisition. He had written to the council suggesting that it would be very desirable that the collection should be sold, and that if it were considered advisable books of a more suitable character should be substituted. The council had been unable to accede to his request, and decided, he regretted to say, without giving him an opportunity of further enlarging upon his argument, that having accepted the gift upon the condition that they should keep it in intact as the Mendham Collection, they could not now entertain his suggestion. The donor happened to be a client of his, but it was not possible for him to go to his client behind the back of the council; therefore, though he regretted this decision, he accepted it in all loyalty. But the ground of his present suggestion was that if the society kept the books they ought to be catalogued. Very valuable missals and breviaries, he believed, formed a part of the collection, and the catalogues would encourage others to make similar additions to the library. When he remembered that the Bar, with its 5,000 members, had no less than five libraries, and that the solicitors of England, numbering some 15,000, had only this one library, and when he remembered that year by year the number of solicitors was increasing, he was desirous more than ever to make the contents of the collection known, and to encourage similar gifts. He expressed thanks on his own behalf, and on that of the other members frequenting the library for the great improvement which had taken place in recent years in connection therewith—an improvement which was bearing fruit in the numbers that resorted to the library. The librarian had told him there were more members came there now in one day than was formerly the case in a week. It was bearing fruit also in the energy, accuracy, and ability of the librarian and his two assistants.

Mr. A. E. FINCH (London) seconded the motions. Speaking of the Mendham Collection he said it was a most remarkable and valuable collection of theological and ecclesiastical works, and contained some of the finest and most rare editions of the Scriptures. He agreed that it might be of advantage to sell it or exchange it, but if it were retained it was most desirable that a catalogue should be printed as an appendix to the general catalogue of the library. The extraordinary and valuable books in the collection were of singular beauty, and in splendid condition.

Mr. R. PENNINGTON (London, Chairman of the Finance Committee) said he was always compelled by virtue of his position to consider the question of expense, but he thought Mr. Parker would probably not feel indisposed to accept a compromise. The expense of a supplement every year might be avoided and probably it would be sufficient for Mr. Parker's purpose, if the supplement were printed every three years. Of course the present catalogue was posted up from year to year, and of course that was only in the library, and the members had not the benefit of it in their own offices; but that was possibly not a matter of very serious consequence, because the number of books entered in the course of a year would not bear a large proportion to the total number in the library. If Mr. Parker would accept the suggestion he would be quite in accord with him (Mr. Pennington). It would be printed once in three years with a view to giving facilities to members to ascertain what books were in the library. And it was somewhat important not to spend more money than was absolutely necessary in the present state of the finances of the society, as owing to various innovations they had engaged in for the benefit of the legal profession, the funds required to be carefully husbanded. With regard to the second motion, referring to the Mendham Collection, he would suggest that it might not be convenient to members that they should have added to their catalogue so bulky an addition. And again it would not be desirable to reprint the Mendham Collection catalogue so frequently as they might wish to reprint and circulate the general catalogue. He would suggest that the general catalogue should be kept separate in its present form, and that a sufficient number of the Mendham Collection catalogues should be printed to supply members who had no copies—many he believed had copies, for a large number were circulated some years ago. It should be printed separately instead of being bound up with the general catalogue.

Mr. PARKER said he had very great pleasure in accepting the suggestion, the second with greater pleasure than the first, and both without prejudice to his right to do his best to persuade the council to take another course on another occasion, just as he reserved his right to bring forward his original suggestion as to the exchange of the books when the occasion should arise.

Mr. B. J. L. FREER (London) observed that the catalogue would not be printed until 1891, and there could be no supplement until after that date.

Mr. PENNINGTON: No, of course; that will be so.

The motions were then agreed to in the following form:—"1. That the new catalogue be followed by triennial supplements until such time as, in the opinion of the council, it be desirable to re-issue the whole. 2. That the catalogue of the Mendham Collection be printed and circulated."

Mr. GORDON moved, and Mr. FINCH seconded, a vote of thanks to the President, with which the proceedings terminated.

LAW STUDENTS' JOURNAL.

THE FINAL HONOURS' EXAMINATIONS.

Each paper consisted of nine instead of ten questions as formerly, the omission of one question being evidently designed to enable candidates to bestow more time on the final question of each paper, and so constitute a test for the new prize awarded for practical knowledge. For the benefit of future candidates we append these four special questions, which appear fairly well adapted to test and discover the best all-round practical man.

The conveyancing paper was made up of statute and case law in fairly even proportions, *Shelley's case*, *Avis* v. *Newman*, *Alexander* v. *Alexander*, &c., being counterbalanced by the Settled Land Act Statute of Uses, Trustee Act, 1888, and the Agricultural Holdings Act. The Equity paper did not involve much knowledge of statute law, consisting chiefly of questions on general principles and such comparatively recent cases as *Re Rownson*, *Field* v. *White*, *Day* v. *Brownrigg*, *Pollard* v. *Photographic Co.*, *Kinnaird* v. *Trollope*, &c., or as arranged under titles they may be described as dealing with company law, executor's right of retainer, voluntary trusts, injunctions, mortgages, specific performance, and club law. The Common Law and Bankruptcy paper calls for but little comment beyond the fact that no question appears to have been asked on the law of torts, except a practice point as to the line for defence in a libel action when an order is made for the delivery of particulars. The final paper in the other subjects, taken as a whole, was easier than the corresponding questions at the pass examination, this was more particularly the case as regards the Probate and Divorce questions. Appended will be found the four special questions before referred to:

9. Real estate has been settled by will to the use of A (testator's eldest son) for life, with remainder to his first and other sons successively in tail male with remainder, in default of male issue of A to testator's right heirs. A. (who is aged sixty) has a wife living, aged fifty-three, and has no sons, but several daughters who have issue. He is in embarrassed circumstances, and

has borrowed largely on his life interest coupled with policies of insurance on his life, the premiums on which, with interest at 5 per cent. on the loans, absorb the income of the real estate. Can you suggest any mode by which he can be relieved of any portion of the burthen upon his income?

18. A trader having a large and prosperous business is considering the advisability of converting it into a limited company, and seeks information from you (1) as to the means of so doing; (2) the relative advantages and disadvantages; (3) the practicability of keeping the scope of the business unaltered; (4) his power of keeping a paramount control over the conduct of the business. State briefly the leading points you would mention under these several heads.

27. A client brings you a letter from a solicitor claiming compensation for breach of a contract to take a furnished house, and threatening proceedings if a satisfactory offer is not made. It appears that the facts are these:—Your client wrote to A. B. enquiring upon what terms he would be willing to let his house furnished. A. B. replied by letter that he was prepared to let his furnished for three months at four guineas per week, from the 25th day of March, 1888, possession to be given on that day. Your client replied (also by letter) simply accepting the offer, and on the 25th March he and his family took possession. On the morning of the 26th he received a letter from A. B., which apparently had been delayed in transmission, stating that as he understood your client had a young family (a fact he was not previously aware of) he could not let him the house at the rent mentioned, but that he should require five guineas per week. Upon this your client forthwith vacated the house, and wrote to A. B. expressing his surprise at his letter, and stating that he declined to have anything more to do with him or his house. Shortly afterwards he received the lawyer's letter above referred to. What advice would you give your client as to his position? and give (in full) the letter you should write to A. B.'s solicitor.

36. You receive a call from a person who declares himself to be an intimate friend of a client of yours. He brings a letter signed but not written by your client, in which the latter states that he is too unwell to come to you himself, and requests you to carry out the instructions that will be conveyed to you by his friend Mr. A., the bearer, as if given by himself. Mr. A. produces no written instructions of your client as to his testamentary wishes, but the instructions which he gives you are quite intelligible and easy to carry out, and are such as you would have anticipated from your knowledge of the testator, his family obligations and his circumstances. No benefit is conferred on Mr. A. by the will. You are requested to prepare, and have the will copied for signature as speedily as possible, and Mr. A. tells you that the testator desires him to call for it at some appointed time, and take it away to get it signed and witnessed. How should you act in the supposed case?

LAW STUDENTS' SOCIETIES.

Liverpool Law Students' Association.—April 28.—A debate was held on the following subject for discussion:—Was the case of *Gardner* v. *Ingram* (61 L. T. N. S. 729) rightly decided? Mr. W. Lockwood opened in the affirmative. Mr. W. Brown opened in the negative, which was also supported by Messrs. Magee, Mather, Priest, and Byrne. The question was decided in the negative by a majority of five.

CALLS TO THE BAR.

The following gentlemen have been called to the Bar:—

Lincoln's-inn.—Harrop William, Abel Harrison, University College, Oxford; John Chapman Andrew, B.A., Oxford; Frederick Edward Farrer, New College, Oxford; Alfred Ernest Cotton, Christ Church, Oxford; Stanislaus Thomas Eyre; John Galsworthy, B.A., Oxford; Thomas Borrowdale, and John Arthur Price, B.A., Oxford.

Inner Temple.—William Robarts Hamilton; James Kelleher; Alexander Leopold Morris, B.A., LL.B., London, M.A. Cambridge (holder of a Scholarship in Equity, awarded February, 1890); Edwin Leach Hartley, B.A., Cambridge; Eustace Alfred Reynolds Ball, B.A., Oxford; Charles Wiltens Andrée Hayward, B.A., Oxford; Arthur Beresford Cane, B.A., Cambridge; Benjamin Beckham Sapwell, B.A., LL.B., Cambridge; Robert Eaton White, B.A., Oxford; Leonard James, B.A., Oxford; Patrick Peter Joseph Lynch; Abraham Stoker, M.A., Dublin; Alexander Mere Latham, B.A., Oxford; William Hugh Montgomery, B.A., Oxford; Charles Earle Bevan Petman, B.A., Cambridge; Emil Anthony Trier, B.A., Oxford; John Lyon Corser, B.A., Oxford; William Barrow Simonds, B.A., Oxford; Robert Shafto Adair, B.A., Oxford; Maurice Henry Hewlett; Edward Philip Godfrey Godfrey Faussett, B.A., Oxford; Charles Waterfield Hayward, B.A., Oxford; George Horace, Condy, M.A., Oxford; Sidney Whittell Knox; Diwan Doulet Ram; Climenson Yelverton Charles Dawbarn, M.A., Cambridge; and Henry Allan Holden Steward, B.A., Oxford.

Middle Temple.—Charles Lindstedt Modellier Eales, Bengal Civil Service; Colonel Aubone George Fife; Alfred Henry Laurence, B.A., Trinity College, Cambridge; Harry Broughton Edge, University of London; Alick James Tassell, B.A., New College, Oxford; Henry John Staples, University of London; Frederick Percy Lysaght, B.A., Exeter College, Oxford; Augustus Jackson Shears, B.A., Cambridge University; Nihal Chand, B.A., Punjaub University; Alfred Henry Wildy; Gampatrao Shravanrar Gaekwad; Beaufoi Moore; Frederick Low; and Francis Oswald Edlin.

Gray's Inn.—Lance Bentley.

In a recent case, according to the *Times*, the Master of the Rolls said, speaking of the court in which the appeal judges sit: "This court is a disgrace to the Board of Works. I do not say that it ought to be painted in the manner in which all the other courts in Europe are done, but for it to be as it is is a disgrace."

SIR ALBERT ROLLIT'S BANKRUPTCY BILL.

The following report on the Bill has been issued by the Committee of the Incorporated Law Society of Liverpool.

Owing to the very stringent provisions of the Bill as regards the discharge of a bankrupt—the doctrine of relation back of the title of a trustee—the doctrine of fraudulent preference, and otherwise, the committee are of opinion that if the Bill passes into law in its present shape the result will be to render it more difficult than ever to effect arrangements between debtor and creditor outside the court; thus tending to destroy a practice which experience clearly shews has met with the approval of the public generally. The committee reiterate their opinion that while on the one hand there should be power to punish dishonest and fraudulent bankrupts, there should not, on the other hand, be any necessity to resort to the court in cases in which the creditors are satisfied that there has been no improper conduct on the part of the debtor, and are consequently willing to accept a composition or private arrangement.

Clause 1 (*a*).—This provides that execution levied by seizure of goods, followed by either sale or possession by the sheriff for seven days, shall be an act of bankruptcy. At present there must be both seizure and sale to constitute an act of bankruptcy of this kind. The committee approve of this clause.

Clause 1 (*b*).—This enlarges the act of bankruptcy by suspension of payment of debts in such a manner that it would be almost impossible for a debtor to submit the state of his affairs to his creditors with a view to a private arrangement or composition without committing an act of bankruptcy, and so being liable to be forced into court. The committee therefore propose that clause 1 (*b*) should be omitted.

Clause 3.—This extends the period of relation back of an act of bankruptcy, and for avoidance of fraudulent preferences from three months to six months. The committee consider that the present limitation of three months, which has been in force for many years, is reasonably sufficient for all practical purposes, and that to extend the time would be inexpedient and leave *bonâ fide* transactions liable to be impeached and questioned for too long a period. They therefore suggest that clause 3 should be omitted.

Clause 5.—This enables any person (whether a creditor or not) after the appointment of trustee to inspect a debtor's statement of affairs and take a copy or extract therefrom. The committee are of opinion that the present enactment, by which the right to such inspection and taking copies is limited to the debtor and his creditors, is most desirable in the interest of the creditors, and that the proposed alteration would be the means of undue publicity, which might be injurious to them. The committee therefore suggest that clause 5 should be omitted.

Clause 8 (1).—By section 21 of the principal Act a trustee may be appointed by an ordinary resolution of creditors, that is, one passed by a majority "in value" of the creditors voting personally or by proxy, but this clause provides that the resolution must be passed by a majority "in number and value" of such creditors. The committee do not agree with this proposal. They think that the choice of a trustee should rest, as now, with those creditors who are pecuniarily interested to the greatest extent, and that numerous creditors for small sums should not have the power of outvoting them. The committee therefore suggest that clause 8 (1) should be omitted.

Clause 8 (2) (*a*).—According to this clause a person is to be deemed not fit to act as trustee in a case in which he is or is believed to be accountable to the estate. A familiar illustration will shew the hardship of this. An accountant in whom the public have the fullest confidence is trustee under a deed of assignment. Bankruptcy supervenes, the trustee having in the meantime partly wound up the debtor's estate, and in the course thereof becomes familiar with the whole matter, which may be of a very complicated kind, and yet he is to be disqualified from being trustee in the bankruptcy because he holds in his hands money which he has collected under the powers of the deed, although he holds it for the benefit of the creditors generally, who also wish him to be trustee in the bankruptcy. Such a result cannot have been contemplated by the framers of the Bill, and the committee therefore suggest that clause 8 (2) (*a*) be omitted.

Clause 8 (2) (*b*).—The words "for misconduct or breach of duty" should be added after the word "property."

Clause 8 (3).—This clause proposes to repeal sub-sections 5, 6, 7, and 8 of section 21, and sub-section 3 of section 87 of the principal Act. The committee fail to recognise the desirability of such repeal. If sub-section 5 be repealed it will be the means of the official receiver becoming a competitor with the nominees of creditors for the office of trustee, and considering the rules relating to proxies, unless given in favour of the official receiver, that official will become trustee in most cases. The committee are of opinion that, instead of facilitating the appointment of the official receiver as trustee, greater facility ought to be afforded for the appointment of the nominee of the creditors, thus preserving more completely the supervising functions of the official receiver. The committee, therefore, suggest that clause 8 (3) should be omitted.

Clause 9.—This relates to the discharge of a bankrupt, and appears to be too severely stringent. The committee consider that the questions involved in this clause hardly come within their province to criticise; but they cannot refrain from expressing the opinion that while provision should be made for withholding the discharge to a dishonest, reckless, or fraudulent bankrupt, or making the granting of the same subject to conditions which amount to severe punishment, the court should not be compelled to withhold an unconditional discharge from an honest man who comes before it through pure misfortune.

Clause 9 (*a*).—If clause 9 (*a*) is to be adopted, they suggest that in fair-

ness the following words should be added after the word "liabilities," viz.:—"unless he shall satisfy the court that the fact that the assets are not of a value equal to 10s. in the £ on the amount of his unsecured liabilities has arisen from circumstances for which he cannot be justly held responsible." There was a similar provision in the Bankruptcy Act, 1869.

Clause 9 (4).—This clause is novel and harsh, and should be omitted. The committee see no reason why an equity of redemption should not stand on the same footing as other property as regards valuation.

Clause 10.—By this clause it was proposed to make certain acts of a bankrupt misdemeanours, but the clause has, it is understood, been withdrawn.

Clause 11 (1).—This clause proposes to make it compulsory on the court to refuse its approval to a composition or scheme of arrangement in certain cases in which, under section 18 of the principal Act, it is optional. The committee suggest that clause 11 (1) should be struck out.

Clause 11 (2).—Where the court would be required to refuse, qualify, or suspend the debtor's discharge if bankrupt, the court is to refuse to approve the proposal (of a composition or scheme), unless it provides reasonable security for the payment of not less than 7s. 6d. in the £. This again allows no consideration to be made to a debtor failing through misfortune, as it will be almost impossible to avoid coming within the very stringent provisions of clause 9. The committee suggest that clause 11 (2) should be struck out.

Clause 12 (1).—This clause is an extension of section 46 of the principal Act, relating to the duty of the sheriff as to goods taken under execution. The committee suggest that words should be introduced to make it clear that in the instances under section 46 and under this clause the taxed costs of the execution should include the costs of and incident to the issuing of such execution. The word "issuing" might be inserted between "of" and "the," and the words "incidental thereto" between "execution" and "and" in line 23.

Clause 13.—The effect of this clause, if it becomes law, will be very serious upon all creditors dealing with a debtor who becomes bankrupt within six months after a transfer, conveyance, payment, or obligation, executed, made, or incurred. All such transfers, &c., are to be presumed to be an unlawful preference over the other creditors until the contrary is proved. In other words, the clause throws the *onus* of proving all such transactions to be lawful upon the creditor, instead of, as at present, requiring the party impeaching the transaction to make out his case. Practically the clause would have the effect of rendering business impossible, since in the event of bankruptcy every transaction which took place in the ordinary course of business during the previous six months, however innocent, is assumed to be fraudulent until the contrary is proved by the creditor. The committee therefore suggest that the strongest opposition should be brought to bear to secure the rejection of clause 13.

Clause 16 (4).—This clause makes it incumbent upon solicitors and others to take care that the sanction for their employment has been obtained previous to their acting, except in cases of urgency, and in such excepted cases it must be shewn that no undue delay took place in obtaining the sanction. It is an attempt to render still more stringent the rule enacted by sections 57 and 73 (3) of the principal Act, according to which the solicitor is obliged to shew that he had authority to take each step for which he charges. To require the solicitor to have authority beforehand to do things, the necessity for which could not have been foreseen, and which, though expedient, may not be urgent, is unreasonable. The committee therefore suggest that clause 16 (4) should be struck out.

Clause 21.—This applies the Debtors Act in certain cases in which it has been held not now to be applicable. The committee suggest that the word "four" should be inserted instead of "six" in line 15, thus retaining the existing law on this point.

The following notes and suggestions have been submitted by the Council of the Society of Accountants and Auditors:—

Clause 2. The first sub-section, paragraph (*a*) of the sixth section of the principal Act, which enacts that a creditor shall not be entitled to present a bankruptcy petition against a debtor unless the debt owing by the debtor to the petitioning creditor, or if two or more creditors join in the petition the aggregate amount of debts owing to the several petitioning creditors, amounts to fifty pounds, shall be read and construed as if the word "twenty" had been substituted for the word "fifty."

Clause 3. The period during which the act of bankruptcy on which a bankruptcy petition is grounded must have occurred, the maximum period for relation back of the bankruptcy, and the maximum period for the avoidance of fraudulent preferences, shall respectively be six months instead of three months, and accordingly in sections six, twenty-eight, sub-section (3) (*f*), forty-three and forty-eight of the principal Act, "six months" shall be substituted for "three months."

Note.—The effect of these two clauses will be to practically abolish deeds of arrangement with creditors under the Deeds of Arrangement Act, 1887. Clause 2 will enable a creditor for £20, or two or more smaller creditors for sums amounting in the aggregate to £20, to dissent from a deed of arrangement in the face of the majority of the creditors above £20, and throw the estate into bankruptcy, the deed itself being the necessary act of bankruptcy. It is submitted that this power should not be placed in the hands of creditors for such small amounts. Clause 3. The substitution of six months for three months will prevent the distribution of the estates of "arranging" debtors under a period of six months.

Clause 5. Sub-section four of section sixteen of the principal Act is hereby repealed, and in place thereof it is enacted as follows, viz.:—Any person shall be entitled at all reasonable times to inspect a debtor's statement of affairs, and take any copy or extract therefrom, without being required to make a written application or to specify any particulars in reference thereto, upon payment of such fee as may be prescribed, provided that any person who is not a creditor of the bankrupt shall not be entitled to make such inspection until after the appointment of a trustee.

Note.—It is suggested that authority to inspect a debtor's statement of affairs before the appointment of a trustee be given to a creditor's agent, duly authorised in writing.

Clause 8. (1.) The appointment of a trustee in pursuance of sub-section one of section twenty-one of the principal Act shall be made by a resolution passed by a majority in number and value of the creditors present in person, or by proxy at a meeting.

(2.) A person shall be deemed not fit to act as trustee of the property of the bankrupt in the following among other cases:—

(*a*) Where there are reasonable grounds for believing that he is accountable to the estate;

(*b*.) Where he has been previously removed from the office of trustee of a bankrupt's property.

(3.) Sub-sections five, six, seven, and eight of the said section twenty-one, and sub-section three of section eighty-seven of the principal Act shall be repealed.

Note.—Sub-section (1). The following example will illustrate the operation of this sub-section. Assume a bankrupt's liabilities are £10,000. The claims of the three principal creditors amount in the aggregate to £9,500, four other creditors' claims added together are £500, the four creditors for £500 can prevent the three creditors for £9,500 from appointing their nominee as trustee, consequently, no resolution being passed, the appointment vests in the official receiver, pursuant to section 54, sub-section 1 of the principal Act. Sub-section (3). Will enable the official receiver to become trustee in all cases, which is contrary to the spirit of the principal Act.

Clause 14.—(1). There shall be repealed so much of section fifty-five of the principal Act as limits the time within which a trustee may disclaim property, and as prevents a trustee from disclaiming a lease without the leave of the court.

(4.) Where a trustee has incurred any liability by reason of having omitted to disclaim any onerous property, he shall not be discharged from the liability by his removal from or the resignation of his office, or by any release granted to him in pursuance of section eighty-two of this Act, and any such liability shall not devolve on the official receiver as trustee.

Note.—Sub-section (4). This should only apply to the wilful neglect of the trustee; and there can be no valid reason why the official receiver should be exempted from liability in the event of similar neglect of duty on his part.

Clause 17.—(1.) The power of creditors to remove a trustee under section eighty-six of the principal Act shall be exercised by like resolution to that by which a trustee may be appointed.

(2.) The power of the Board of Trade to remove a trustee under section eighty-six of the principal Act shall extend to any case in which the Board are of opinion that the trustee is, by reason of lunacy, sickness, absence, or otherwise, incapable of performing his duties, or that his connection with or relation to the bankrupt, or his estate, or any particular creditor might make it difficult for him to act with impartiality in the interest of the creditors generally.

Note.—Sub-section (2). Power to remove a trustee should be vested in the court, and not in the Board of Trade. This sub-section is drawn as widely as possible.

Clause 19.—(1). Section one hundred and twenty-one of the principal Act (which empowers the court to order that a debtor's estate be administered in a summary manner) shall have effect as if for the words "three hundred pounds" were substituted therein the words "five hundred pounds."

Note.—This clause will enable the official receiver to realize in a summary manner before the creditors are consulted, all estates, the value of which is not likely to exceed £500. Summary administration generally means the conversion by auction or otherwise of all personal effects into cash, without regard to the value of goodwills and other impersonal property.

Suggestions as to proxies.—It is submitted that one of the amendments of the Bankruptcy Bill should deal with the question of proxies. There is a feeling amongst many of the leading commercial houses that special proxies should be abolished. Their use is seldom resorted to, owing to the additional trouble involved in obtaining and completing them. Why should not one form of proxy only be issued, with the instruction to the creditor that he may use it in favour, either of the official receiver, a person in his employ, or any agent or other person whom he may wish to act for him. This would give a proxy-holder the discretion to vote for his client or employer (as the case may be) upon any of the resolutions submitted to the meeting. Under the existing provisions, nearly the whole of the proxies are returned in favour of the official receiver, who thus has a large voting power which he can and does use in favour of his own appointment where possible. Should the limit of summary cases be extended from £300 to £500, still greater power would be in the hands of the official receivers, and if the further amendment enabling the official receiver to take trusteeships in cases of any magnitude be carried, the importance of facilitating the appointment as general proxy of whoever the creditor may wish to nominate, becomes more clearly apparent. At present the general proxies actually have printed in the body of them:—"We appoint the official receiver in this matter as proxy"; and if the creditor wishes to appoint his clerk, he has to strike out these words. It is submitted that the words appointing the official receiver should be struck out and a blank left to enable the creditor to appoint any person

as his representative. The only objection which is raised to the adoption of the above suggestions, is the possibility of unscrupulous persons resorting to the old practice of "touting" for proxies, but it is submitted that clause 20 of schedule 1 of the Bankruptcy Act of 1883 is sufficiently strong to meet this objection, and has effected the reform aimed at, and works satisfactorily.

LEGAL NEWS.

APPOINTMENTS.

Mr. WILLIAM EDWARD CARTWRIGHT, solicitor, of Newcastle-under-Lyme, has been appointed Secretary and Solicitor to the Newcastle-under-Lyme Mutual Building Society, in succession to his partner, the late Mr. Thomas Harding. Mr. Cartwright was admitted a solicitor in 1874.

Mr. ROBERT THRESHIE REID, Q.C., M.P., has been elected a Bencher of the Inner Temple.

Mr. CHARLES HAIGH, barrister, has been appointed Recorder of the Borough of Scarborough, in succession to the late Mr. Alfred Walter Simpson. Mr. Haigh is the fifth son of Mr. John Haigh, of Scarborough. He was called to the bar at the Inner Temple in Easter Term, 1869, and he is a member of the North-Eastern Circuit.

Mr. EDWARD THOMAS RICE WOOD, solicitor, of Rhayader, Newtown, and Llanidloes, has been appointed Clerk to the Radnorshire County Council, in succession to the late Mr. William Stephens, of Presteign. Mr. Wood was admitted a solicitor in 1881. He is county treasurer for Radnorshire, registrar of the Rhayader County Court, and clerk to the county magistrates at Rhayader.

Mr. HENRY CHARLES BURNHAM, solicitor (of the firm of Burnham & Lewin), of Wellingborough, has been appointed Clerk to the Wellingborough Burial Board and Clerk to the County Magistrates. Both offices were held by his father, the late Mr. George Hodson Burnham.

Mr. WILLIAM GEORGE CARTER MITCHELL, solicitor, of Bedford, has been appointed by the high sheriff of Bedfordshire (Mr. Henry Hilton Green) to be Under-Sheriff of that county for the ensuing year. Mr. Mitchell was admitted a solicitor in 1869. He is clerk to the county magistrates at Bedford.

Mr. THOMAS HENRY FIELD LAPTHORN (of the firm of Blake, Reed, & Lapthorn), of Portsea, Southsea, and Gosport, has been appointed a Commissioner for Oaths.

Mr. JOHN BRIDGE, chief magistrate for the Metropolis, has received the honour of knighthood.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

HENRY RIVINGTON HILL and ARTHUR TORRIANO RICKARDS, solicitors (Hill, Son, & Rickards), 39, Old Broad-street, London. Dec. 31. The said Henry Rivington Hill retiring therefrom as from that date. The practice will continue to be carried on under the same style or firm by the said Arthur Torriano Rickards, in co-partnership with Henry Ainslie Hill (son of the late Mr. John Henry Hill, a former member of the said firm). [*Gazette*, April 29.

GENERAL.

A Bill has been brought in by Sir Henry James for establishing the right of appeal in criminal cases; it provides that in all cases of capital sentence there may be an appeal, and that both in capital and non-capital cases a question may be stated for the Court of Appeal. The Court of Appeal is to consist of the judges of the High Court of Justice and of the present Court of Appeal, with the exception of the Lord Chancellor, and in hearing a case the court must be formed of not less than three or more than seven judges.

The following are the arrangements made by the judges (Baron Huddleston and Mr. Justice Lawrance) for holding the ensuing spring assizes on the Northern Circuit, viz:—The Commission will be opened at Manchester on Saturday, May 3, and at Liverpool on Saturday, May, 10. Business will commence at each place on the following Monday at 11. The trial of special jury causes will commence at Manchester on Wednesday, May 7, and at Liverpool on Wednesday, May 14. When a cause in the list has been settled immediate notice thereof must be given to the associate by the party who entered it.

Sir Albert Rollit's Bankruptcy Amendment Bill, says the *Daily Telegraph*, underwent discussion on Monday, at the Commercial Sale Rooms, Mincing-lane, at the hands of one of the largest gatherings ever held of persons engaged in the wholesale tea and grocery trades, Sir Henry Peek occupying the chair. The unanimous feeling seemed to be that if passed in its present form the measure would seriously interfere with the rights of creditors. It was complained that the aim of the promoters was to prevent economical private arrangements and drive every case into court, thus reviving the old days of officialism, with heavy costs, waste of assets, and dividends reduced to a vanishing point. Both personally and as creditors the traders wish to keep out of the Bankruptcy Court.

In the House of Commons on Tuesday Mr. Lawrence asked the Secretary to the Treasury whether his attention had been drawn to the following notice in the *London Gazette* office—viz., "All advertisements purporting to be issued in pursuance of statutes or under orders of the court must be signed by a solicitor of the Supreme Court;" whether the notice was enforced in the case of executors' and administrators' advertisements under Lord St. Leonard's Act (22 & 23 Vict. c. 35); and, if so, what justification there might be for adding a rule not imposed by that Act, and which might entail unnecessary expenditure on estates of small amount; and whether he would direct an alteration of the official rule complained of. Mr. Jackson said:—The order in question is enforced in all cases of advertisements purporting to be issued in pursuance of statutes or under orders of the court. Its object is to secure the *bona fides* of advertisements tendered for insertion in the *London Gazette*, and I think the importance and necessity of this object justify the means adopted to attain it.

The *Scots Observer*, writing on Mr. Justice Hawkins, says, "In appearance Sir Henry Hawkins is the ideal judge, for he easily lives up to Lord Bacon's conception, "a lion under the throne." Yet (like Janus) his lordship has another face; and until that, too, has been told unto you your impression is incomplete. Transport yourself to the Heath at Newmarket; enter the charmed enclosure, even the Holy of Holies; and there shall you fall in with one in rough tweeds and a neckerchief by which the rainbow and the tail of the peacock seem colourless and unvariegate, and in charge of a bull pup and a strong cigar. The son of a solicitor, he has ever lived in a legal atmosphere; he was "called" early; he succeeded early; his success was a result of hard work as well as good capacity; he figured in a long array of famous cases. It is more important to note that his decisions are rarely reversed; that both public and profession repose full confidence in his powers; and that you have but to listen to him—especially in criminal cases—to learn that he has not only a firm grasp of principle but the gift of applying principle to the concrete issue in hand."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, May	5	Mr. Lavie	Mr. Leach	Mr. Beal
Tuesday	6	Carrington	Godfrey	Pugh
Wednesday	7	Lavie	Leach	Beal
Thursday	8	Carrington	Godfrey	Pugh
Friday	9	Lavie	Leach	Beal
Saturday	10	Carrington	Godfrey	Pugh
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, May	5	Mr. Pemberton	Mr. Clowes	Mr. Farmer
Tuesday	6	Ward	Jackson	Bolt
Wednesday	7	Pemberton	Clowes	Farmer
Thursday	8	Ward	Jackson	Bolt
Friday	9	Pemberton	Clowes	Farmer
Saturday	10	Ward	Jackson	Bolt

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC TRADING CO, LIMITED—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims to Thomas Kennedy, 11, Old Jewry chmbrs Wednesday, June 4, at 11, is appointed for hearing and adjudicating upon the debts and claims

CITY IMPROVED FERRAD CO, LIMITED—By an order made by Chitty, J, dated April 19, it was ordered that the company be wound up Reynolds, West Smithfield, solor for petner

FINANCIAL WORLD, LIMITED—Petn for winding up, presented April 23, directed to be heard before Kay, J, on Saturday, May 3 Chave & Chave, Bishopsgate st, solors for petner

MAYHEW'S PATENT BOILER FEEDER CO, LIMITED—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Robert Samuel Mayne, 123, Bishopsgate st Thursday, June 5, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE AUSTRALASIAN MINES INVESTMENT CO, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to David Cornfoot, Allhallows chmbrs, Ball alley, Lombard st Hughes & Co, New Broad st, solors for liquidator

THE DOURO GOLD MINES, LIMITED—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Charles James Barrett, 11, Queen Victoria st Heath & Co, London st, Mark lane, solors for liquidator

WATERBERG TRANSVAAL GOLD EXPLORATION SYNDICATE, LIMITED—Petn for winding up, presented April 21, directed to be heard before Chitty, J, on May 3 Hughes & Co, Budge row, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

MORFUDD SOCIETY OF TRUE IVORITES, St David's Unity Friendly Society, New Inn, Cymmer, Pontypridd, Glamorgan April 23

WOODMAN FRIENDLY SICK, MEDICAL AID, AND DIVIDEND SOCIETY, St George's Inn, 26, Hatford st, Birmingham April 21

London Gazette.—TUESDAY, April 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALAGHAT MYSORE GOLD MINING CO, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts and claims to William Henry Rowse, 6, Queen-street-place Birkbeck, Lombard House, George-yard, solor for liquidator

BIRMINGHAM CONCERT HALLS, LIMITED.—By an order made by North, J, dated April 19, it was ordered that the Birmingham Concert Halls, Limited, be wound up Linklater & Co, Bond-court, solors for petners

CIGARETTE SUPPLY CO, LIMITED—By an order made by North, J, dated April 19, it was ordered that the company be wound up Hatt & Co, Southampton bldgs, solors for petner

CITY IMPROVED BRICK CO, LIMITED—Chitty, J, has, by an order, dated April 19, appointed Theodore Brooke Jones, 70, Gracechurch-st, to be provisional official liquidator

MOSS BAY HEMATITE IRON AND STEEL CO, LIMITED—By an order made by Chitty, J, dated April 19, it was ordered that the company be wound up Speechly & Co, New inn, Strand, solors for petner

WAREHOUSE OWNERS CO, LIMITED—Creditor are required, on or before May 19, to send their names and addresses, and the particulars of their debts and claims, to William Alexander, 24, North John st, Liverpool

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 11.

EDDOWES, JOHN, Old Kent rd, Ironmonger. April 15. Eddowes v Eddowes, Kay, J. Eddowes, Old Kent rd

London Gazette.—TUESDAY, April 15.

DALE, EDWARD, Upton Bishop, Hereford, Farmer. May 10. Prance v Dale, North, J. Piddocke, Ross

SCHMISING KERSSENBROCK, ANNA MARIA PENELOPE, Countess, Melbury rd, Kensington. May 24. Biddulph v Biddulph, North, J. Fulford, Theobald's rd, Gray's inn

London Gazette.—FRIDAY, April 18.

POTTER, BERNARD, Malden, Surrey, Retired Farmer. May 24. Lane v Betteridge, Chitty, J. Brettell, Chertsey

London Gazette.—TUESDAY, April 22.

BELL, JOHN, Saltburn by Sea, York, Esq. May 31. Bell v Bell, Chitty, J. Munns, Old Jewry

BRIGHTMAN, SHADRACH, Little Staughton, Bedford, Farmer. May 28. Church v Brightman, North, J. Stimson, Bedford

TAYLOR, JOHN, Ogden, Lancaster, Farmer. May 23. Stewart v Taylor, Registrar, Manchester District. Worth, Rochdale

London Gazette.—FRIDAY, April 25.

BARRETT, MATTHEW RICHARD, High st, Bow, Licensed Victualler. May 23. Parkinson v Barrett, Chitty, J. Dyson, Devonshire chmbrs, Bishopsgate st Within

EXTON, JOHN, Horton, near Bradford. May 14. Exton v Breaks, Chitty, J. Berry & Co, Bradford

London Gazette.—TUESDAY, April 29.

JONES, ELIZABETH, Silver st, Oxford st. May 5. Banks v Jones, Chitty, J. Blair & Girling, Wool Exchange, Basinghall st

LAVERS, ROBERT, Preston West Alvington, Devon, Farmer. May 23. Pitts v Lavers, Stirling, J. Hurrell & Mayo, Queen Victoria st

PALMER, JAMES, Aldbourne, Wilts, Baker. May 28. Adey v Palmer, Stirling, J. Phelps, Ramsbury

TIMPERLEY, HANNAH, Dunham Massey, Chester, Farmer. May 27. Timperley v Timperley, Registrar, Manchester District. Blinkhorn, Manchester

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, April 25.

RECEIVING ORDERS.

BEESLEY, JOSEPH. and WILLIAM BEESLEY, Prescott, Lancs, Painters Liverpool Pet April 21 Ord April 21

BENSON, SIMEON JOHN, Idle, Yorks, Baker Bradford Pet April 22 Ord April 22

BOLAM, WILLIAM GEORGE, Newcastle upon Tyne, Restaurant Manager Newcastle upon Tyne Pet April 22 Ord April 22

BRIERLEY, JOSEPH, Nottingham, Lace Manufacturer Nottingham Pet April 21 Ord April 21

BROWN, JOHN, Ibstock, Leics, Grocer Leicester Pet April 22 Ord April 22

BUCKENHAM, EDWARD ALFRED, Diss, Norfolk, Merchant's Clerk Ipswich Pet April 21 Ord April 21

COURSE, CHARLES EDWARD, Deddington, Oxon, Baker Oxford Pet April 22 Ord April 22

DAVIES, JOSEPH, Pontrhydyfen, nr Neath, Glam, formerly Innkeeper Neath Pet April 21 Ord April 21

DENT, HENRY, Maisemore, Glos, Farmer Gloucester Pet April 21 Ord April 21

DICKIN, GEORGE PRICE, and THOMAS BENJAMIN DICKIN, Selattyn, Salop, Farmers Wrexham Pet April 3 Ord April 22

EASTON, THOMAS FRAKE, Croydon, Clerk Croydon Pet March 17 Ord April 22

FOX, WALTER HENRY, Leighton Buzzard, Beds, Saddler Exeter Pet April 23 Ord April 23

GAY, WILLIAM HENRY, Newport, Mon, Painter Newport, Mon. Pet April 22 Ord April 22

GLEN, DANIEL, Preston, Bicycle Agent Preston Pet Pet April 21 Ord April 22

GOSLING, GEORGE WILLIAM, Euston rd, Coach Ironmonger High Court Pet April 21 Ord April 22

GRAY, JOSEPH BENJAMIN, Mincing lane, Merchant High Court Pet April 23 Ord April 23

GUNNELL, WILLIAM BARTON, Dartford, Journeyman Bricklayer Rochester Pet April 21 Ord April 21

GUTMER, CHARLES, East Tuddenham, Norfolk, Farmer Norwich Pet April 21 Ord April 21

GWILLIM, REGINALD J, Millwood, nr Binscarth, Manitoba, Canada, Farmer High Court Pet Sept 18, 1889 Ord April 18

HALLETT, FREDERIC FRANCIS, Brighton, Farmer Brighton Pet April 21 Ord April 21

HAW, THOMAS, Undercliff, Bradford, Gardener Bradford Pet April 21 Ord April 21

HERBERT, JAMES, Brentwood, Essex, Stonemason Chelmsford Pet April 22 Ord April 22

HOPKINS, FREDERICK CHARLES, 61 St Helen's Timber Merchant High Court Pet April 21 Ord April 21

JARVIS, RICHARD, Cambridge, Publican Cambridge Pet April 21 Ord April 21

JONES, EDWARD WILLIAM CHARLES, Gloucester, Upholsterer Gloucester Pet April 23 Ord April 23

KING, HORACE, King's Lynn, Watchmaker King's Lynn Pet April 22 Ord April 22

LALONDE, ALFRED FERDINAND, Weston super Mare, late Farmer Bridgwater Pet April 21 Ord April 21

LUNDEEN, SINCLAIR CAMPBELL, late of Reading, Proprietor of Dairy Businesses Reading Pet April 22 Ord April 22

MARDON, WILLIAM, Newton Abbot, Devon, Dairyman Exeter Pet April 21 Ord April 21

MCALPIN, KENNETH, Pembroke Dock, Contractor Pembroke Dock Pet April 22 Ord April 22

ORELL, HENRY GUSTAVE, Leytonstone, Commercial Clerk High Court Pet April 23 Ord April 23

PARR, MARY ANNE, Ringmer, Sussex, Grocer Lewes and Eastbourne Pet April 21 Ord April 21

PARKER, J. MELLOR, Liverpool, Cotton Broker Liverpool Pet April 11 Ord April 23

PEW, EDWARD, Nye's Wharf, Canal Bridge, Old Kent rd, Vinegar Manufacturer High Court Pet April 23 Ord April 23

PITKIN, FREDERICK THOMAS, Lympne, Kent, Butcher Canterbury Pet April 21 Ord April 21

POWELL, CORNELIUS LE BRUN, Vauxhall Bridge rd, Gent High Court Pet April 21 Ord April 21

PRICE, ALFRED, Coventry, Licensed Victualler Coventry Pet April 21 Ord April 21

SPENCE, JOHN BERGER, Halfmoon st, Piccadilly High Court Pet Feb 7 Ord March 13

STEEL, JOHN, Barrow in Furness, Joiner Barrow in Furness Pet April 22 Ord April 22

SLATER, GEORGE, Blackburn, Tobacconist Blackburn Pet April 9 Ord April 22

THOMPSON, JAMES SAXBY, Chatham, Coal Merchant Rochester Pet April 23 Ord April 23

WHITT, THOMAS LAMBERT, Cardiff, Club Manager Cardiff Pet April 19 Ord April 19

WYNNE, PETER, Rock Ferry, Cheshire, Builder Birkenhead Pet April 21 Ord April 21

YOUNG, JAMES, late Chapman st, Commercial rd, Licensed Victualler High Court Pet March 26 Ord April 21

FIRST MEETINGS.

BATTINE, W A, late Gloucester terce, Hyde Park, late Lieutenant Colonel May 9 at 2.30 Bankruptcy bldgs, Lincoln's inn fields

BELL, THOMAS, Patterdale, Westmorland, Farmer May 26 at 12 City Hall, Estate Room, Castle st, Carlisle

BOLAM, WILLIAM GEORGE, Newcastle on Tyne, Restaurant Manager May 2 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

BRIERLEY, JOSEPH, Nottingham, Lace Manufacturer May 2 at 12 Off Rec, St Peter's Church walk, Nottingham

BROOKS, ALFRED, Coventry, Money Lender May 2 at 11 Off Rec, 17, Hertford st, Coventry

BULMER, THOMAS, Leeds, Joiner May 5 at 11 Off Rec, 22, Park row, Leeds

BURGESS, WILLIAM JOHN, Sandown, I W, Grocer May 7 at 2 Holyrood chmbrs, Newport, I W

BENSON, SIMEON JOHN, Idle, Yorks, Baker May 6 at 11 Off Rec, 31, Manor row, Bradford

BUCKENHAM, EDWARDA, Diss, Norfolk, Merchant's Clerk May 3 at 3.30 Magistrates' Room, Diss

CLAYTON, JOHN OXLEY, The Great Northern Potato Market, King's Cross, Potato Salesman May 9 at 11 33, Carey st, Lincoln's inn fields

DAVIES, JAMES, Southport, Master Carter May 8 at 3 Off Rec, 35, Victoria st, Liverpool

DENNISON, EDWARD, Fenchurch st, Corn Merchant May 9 at 12 33, Carey st, Lincoln's inn fields

DERWITT, WILLIAM HENRY, Burnley, Plumber May 15 at 1 Exchange Hotel, Nicholas st, Burnley

DUGON, FRANCIS, Bunhill row, Printer May 2 at 12 Bankruptcy bldngs, Lincoln's inn

FOX, WALTER HENRY, Leighton Buzzard, Beds, Saddler May 9 at 10 Off Rec, 18, Bedford circus, Exeter

GAY, WILLIAM HENRY, Newport, Mon, Painter May 6 at 12 Off Rec, Council chbrs, Corn st, Newport, Mon

GILL, ROBERT, and WALTER GILL, Malpas, Cheshire, Tinplate Workers May 2 at 12.30 Royal Hotel, Crewe

GUNNELL, WILLIAM BARTON, Dartford, Journeyman Bricklayer May 5 at 11 30 Off Rec, High st, Rochester

GUTMER, CHARLES, East Tuddenham, Norfolk, Farmer May 3 at 12 Off Rec, 8, King st, Norwich

HAMMOND, ABRAHAM, Lee, Kent, Builder May 2 at 3 24, Railway approach, London Bridge

HUMPHREY, ARTHUR, Weston super Mare, Ironmonger May 5 at 11.15 Railway Hotel, Weston super Mare

HALEY, DAVID, Judd, st, King's Cross, Fishmonger May 2 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HAW, THOMAS, Undercliffe, Bradford, Gardener May 5 to 11 Off Rec, 31, Manor row, Bradford

HAZELDINE, WILLIAM, Elstree, Herts, Builder May 6 at 3 95, Temple Chmbrs, Temple avenue

JARVIS, RICHARD, Cambridge, Publican May 5 at 12 Off Rec, 5, Petty Cury, Cambs.

JEYNES, WALTER, Leonard Stanley, nr Stonehouse, Glos, Baker May at 5.45 Hop Pole Hotel, Tewkesbury 3

KING, HORACE, King's Lynn, Watchmaker May 2 at 10 Court House, King's Lynn

LALONDE, ALFRED FERDINAND, Weston super Mare, late Farmer May 3 at 11.45 Railway Hotel, Westonsuper Mare

MARDON, WILLIAM, Newton Abbot, Dairyman May 5 at 12 Off Rec, 13, Bedford circus, Exeter

OTTEY, PERCY JOHN, Burton on Trent, Chemist May 3 at 12 Midland Hotel, Station st, Burton on Trent

ROGERS, WILLIAM HENRY, Dawson pl, Bayswater, Gent May 8 at 11 33, Carey st, Lincoln's inn field

SOLLOWAY, ISAAC, Oxford, Butcher May 2 at 11.30 1, St. Aldate's, Oxford

THOMPSON, JAMES SAXBY, Chatham, Coal Merchant May 7 at 11.30 Off Rec, High st, Rochester

TRASK WILLIAM SAMUEL, Bermondsey New rd, Butcher May 7 at 12 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

AWDE, JONATHAN, Barnard Castle, Durham, Seed Cake Maker Stockton on Tees and Middlesborough Pet March 24 Ord April 22

BENSON, SIMEON JOHN, Idle, Yorks, Baker Bradford Pet April 22 Ord April 22

BIRD, BEVERLEY, Devonshire st, Portland place, late Captain in H M's 51st Regiment High Court Pet Feb 10 Ord April 21

BOLAM, WILLIAM GEORGE, Newcastle on Tyne, Restaurant Manager Newcastle on Tyne Pet April 22 Ord April 22

BOWEN, MARY, Gwndwnenaur, Trelech, Carmarthenshire, Widow Carmarthen Pet March 5 Ord April 19

BRIERLEY, JOSEPH, Nottingham, Lace Manufacturer Nottingham Pet April 21 Ord April 21

BROOKS, ALFRED, Coventry, Money Lender Coventry Pet April 1 Ord April 22

BROWN, JOHN, Ibstock, Leics, Grocer Leicester Pet April 21 Ord April 22

BUCKENHAM, PAUL FREDERICK, Farringdon st, China Dealer High Court Pet March 31 Ord April 23

BUCKENHAM, EDWARD ALFRED, Diss, Norfolk, Merchant's Clerk Ipswich Pet April 21 Ord April 21

DAVIES, JOSEPH, Pontrhydyfen, nr Neath, Glam, formerly Innkeeper Neath Pet April 21 Ord April 21

DAY, GERARD JAMES, Cannon st Hotel, Gent High Court Pet April 16 Ord April 19

DERWITT, WILLIAM HENRY, Burnley, Plumber Burnley Pet April 2 Ord April 22

DEORGE, ALBERT, 61 St Helen's, Commission Agent High Court Pet March 7 Ord April 23

EDE, CORNELIUS, Birmingham, Gent Birmingham Pet April 2 Ord April 21

EMERY, WILLIAM, Landport, Butcher Portsmouth Pet Jan 2 Ord Jan 31

FOX, WALTER HENRY, Leighton Buzzard, Beds, Saddler Exeter Pet April 21 Ord April 23

GLEN, DANIEL, Preston, Bicycle Agent Preston Pet April 22 Ord April 22

GOSLING, GEORGE WILLIAM, Euston rd, Coach Ironmonger High Court Pet April 21 Ord April 22

GUNNELL, WILLIAM BARTON, Dartford, Journeyman Bricklayer Rochester Pet April 21 Ord April 21

GUYMER, CHARLES, East Tuddenham, Norfolk, Farmer Norwich Pet April 21 Ord April 21
HARRIS, CORNELIUS, Gutter lane, Paper Merchant High Court Pet Jan 14 Ord April 23
HARRISON, JOHN, Finsbury pavement, Builder High Court Pet Feb 26 Ord April 18
HAW, THOMAS, Undercliffe, Bradford, Gardener Bradford Pet April 21 Ord April 21
HERBERT, JAMES, Brentwood, Essex, Stonemason, Chelmsford Pet April 22 Ord April 22
HOOK, WILLIAM HUGHES, Lydd, Kent, Grocer Hastings Pet April 19 Ord April 19
HOSE, RICHARD ADOLPHUS, Finsbury circus, Dentist High Court Pet Feb 11 Ord April 18
JARVIS, RICHARD, Cambridge, Publican Cambridge Pet April 21 Ord April 21
JASPER, EDWARD, Vronoysylite, Llangollen, Denbighshire, Publican Wrexham Pet March 24 Ord April 23
JOHNSON, AMBROSE JAMES, Toftrees, nr Fakenham, Norfolk, Clerk in Holy Orders Norwich Pet March 7 Ord April 21
JONES, GEORGE, Basingstoke, Hants, Clerk in Holy Orders Winchester Pet Jan 11 Ord April 9
LALONDE, ALFRED FERDINAND, Weston super Mare, late Farmer Bridgwater Pet April 18 Ord April 21
LATHBURY, THOMAS ARTHUR, City rd, Surgeon High Court Pet March 31 Ord April 22
LEWIS, LOUIS ISAACS, Kingston on Thames, Clothier Kingston Pet April 9 Ord April 19
LIPPIATT, THOMAS DAN JOHNSON, Frome, Somerset, Grocer Frome Pet March 24 Ord April 22
LONGLEY, CHARLES, Gosport, Tailor Portsmouth Pet March 28 Ord April 12
LOVELL, ALFRED, Abbey st, Bermondsey, Greengrocer High Court Pet March 12 Ord April 22
MARDON, WILLIAM, Newton Abbot, Devon, Dairyman Exeter Pet April 21 Ord April 21
MILNER, HARRY, Halifax, Stationer Halifax Pet April 18 Ord April 21
MORTON, RALPH, late Walworth rd, Provision Dealer High Court Pet March 21 Ord April 22
ORKLE, HENRY GUSTAVE, Leytonstone, Commercial Clerk High Court Pet April 23 Ord April 23
POWELL, CORNELIUS LE BRUN, Vauxhall Bridge rd, Gent High Court Pet April 21 Ord April 21
ROBERT, MAXIME CARL, Werndee rd, Norwood Junction, Metal Worker High Court Pet April 10 Ord April 21
SLATER, GEORGE, Blackburn, Tobacconist Blackburn Pet April 8 Ord April 22
SMITH, ARTHUR WELLESLEY, Gracechurch st, Commission Agent High Court Pet Feb 5 Ord April 18
STERR, EDWIN P., Park st, Park lane High Court Pet Dec 21 Ord April 18
TAYLOR, GEORGE HENRY, Bow lane, Iron Merchant High Court Pet April 19 Ord April 19
WHITT, THOMAS LAMBERT, Cardiff, Club Manager Cardiff Pet April 19 Ord April 19
WYNNE, PETER, Rock Ferry, Cheshire, Builder Birkenhead Pet April 21 Ord April 21
YEWDALL, HENRY, Henrietta st, Covent Garden, Solicitor Bradford Pet March 12 Ord April 21

ADJUDICATIONS ANNULLED.

EDWARDS, EDWIN WARREN, Margate, Builder Canterbury Adjud Sept 28, 1889 Annul March 31
RANDALL, JOHN CLARKE, Cuxham, Oxfordshire, Miller Oxford Adjud May 16, 1887 Annul April 17

London Gazette.—TUESDAY, April 29.

RECEIVING ORDERS.

BALCOMBE, BENJAMIN ALFRED, Denmark terr, Southall green, Grocer Windsor Pet April 24 Ord April 24
BEARD, ROBERT JAMES, Newark, Bank Manager Nottingham Pet April 3 Pet April 25
BREAKELL, JOHN WILLIAM, Manchester, Quarry Owner Manchester Pet April 26 Ord April 26
BROCK, HENRY BLAKE, late of Bristol, Solicitor Bristol Pet April 12 Ord April 25
BURROW, ROBERT FOSTER, Smallheath, Birmingham, Clerk in Holy Orders Birmingham Pet March 11 Ord April 24
CAMPBELL, WILLIAM, Liverpool, Road Inspector for a Tramway Co Liverpool Pet April 25 Ord April 25
CARTMAN, THOMAS, Ripon, Yorks, Baker Northallerton Pet April 21 Ord April 21
COLLIER, HENRY JAMES, Strood, Kent, Driller Rochester Pet April 25 Ord April 25
CRESSEY, HENRY, Leeds, Joiner Leeds Pet April 9 Ord April 24
CURTIS, JOHN, St Agnes, Cornwall, Ironfounder Truro Pet April 21 Ord April 25
DABBS, ARTHUR JOHN, Stamford, Gent Peterborough Pet April 24 Ord April 24
DARVILL, RICHARD, Aylesbury, Bricklayer Aylesbury Pet April 26 Ord April 26
DENHAM, SILAS, Brighouse, Yorks, Picture Dealer Halifax Pet April 26 Ord April 26
DRACKLEY, SAMUEL WATTS, Leicester, Journeyman Butcher Leicester Pet April 25 Ord April 25
EDWARDS, WILLIAM HENRY, Fordham, Cambs, Machinist Cambridge Pet April 24 Ord April 26
FIRKINS, THOMAS, Worcester, Farmer Gloucester Pet April 25 Ord April 25
GERHARDT, THOMAS, Brockley park, Forest hill, late Manager to Foreign Cattle Salesmen Greenwich Pet April 25 Ord April 25
GIBSON, DAVID, Southport, Blacksmith Liverpool Pet April 24 Ord April 24
GOLDBARD, HERMAN, Kingston on Hull, Tailor Kingston on Hull Pet April 26 Ord April 26
GRIFFITHS, JOHN, Treslaw, Glam, Contractor Pontypridd Pet April 25 Ord April 25
HADLEY, THOMAS, Worcester, Carriage Builder Worcester Pet March 25 Ord April 25
HANCOCK, GEORGE, Green lanes, Stoke Newington, no occupation Edmonton Pet March 27 Ord April 25
HAWORTH, JOHN, Blackburn, Cabinetmaker Blackburn Pet April 25 Ord April 25
HAZELDINE, JOHN G. B., Arlington park, Turnham Green, Gent Brentford Pet March 10 Ord April 23
HUNT, JOSEPH, Martock, Somerset, Hairdresser Yeovil Pet April 26 Ord April 26
JENKINS, JAMES IMRAY, and EDWARD HENRY ROYLANCE, Manchester, Stockbrokers Manchester Pet April 25 Ord April 25
JOHN, THOMAS, Bridgend, Glam, Boot Dealer Cardiff Pet April 24 Ord April 24
JONES, WILLIAM HERBERT, Worcester, Coal Merchant Worcester Pet April 25 Ord April 25
LILEY, EDMUND, Gravesend, Licensed Trinity House Pilot Rochester Pet April 9 Ord April 24
MOORE, ALBERT, Norroy rd, Putney, Chemist High Court Pet April 26 Ord April 26
MORRIS, FREDERICK ALBERT, New Church, I.W., Farmer Newport and Ryde Pet April 17 Ord April 26
OAKES, WILLIAM, Holloway rd, China Dealer High Court Pet April 24 Ord April 24
PRESTON, MARY SENSITIVE ARMFIELD, Wintringham, nr Doncaster, Widow Gt Grimsby Pet April 11 Ord April 23
REES, NOAH, Canton, Cardiff, Market Manager Cardiff Pet April 24 Ord April 24
ROBINSON, JAMES, Clova rd, Forest Gate, Saw Mill Proprietor High Court Pet April 9 Ord April 24
ROWLANDS, JOHN, Chester, Baker Chester Pet April 16 Ord April 26
ROWLETT, JAMES GARNER, Brighton, Retired Stock Jobber High Court Pet April 25 Ord April 25
SHRUBSOLE, HARRIET JANE, and ALBERT EDWARD SHRUBSOLE, Chartham, Kent, Grocers Canterbury Pet April 25 Ord April 25
SIMPSON, WILLIAM, Nottingham, Lace Manufacturer Nottingham Pet April 26 Ord April 26
SMALLEY, JOSIAH, Leicester, Hay Dealer Leicester Pet April 25 Ord April 25
TAYLOR, WILLIAM, Hereford, Butcher Hereford Pet April 24 Ord April 24
TEAL, JOSEPH, Nanscar Cowling, nr Crosshills, Yorks, Operative Weaver Bradford Pet April 25 Ord April 25
VASSALLI, JAMES ANTHONY, Scarborough, Jeweller Scarborough Pet April 26 Ord April 26
VAUGHAN, THOMAS WILLIAM, Milford, nr Baschurch, Salop, Farmer Shrewsbury Pet April 24 Ord April 24
VOGT, HENRY CHARLES, Turin st, Bethnal Green rd, Baker High Court Pet April 25 Ord April 25
WALLIS, H. E., Holborn circus High Court Pet Feb 11 Ord April 23
WELLS, GEORGE H., Cornwall rd, Notting hill, Financial Agent High Court Pet Nov 27 Ord April 24
WILKINSON, JOSEPH, Halifax, Butcher Halifax Pet April 26 Ord April 26
WYATT, GEORGE HENRY, late Amyand rd. Twickenham, Builder High Court Pet March 12 Ord April 24
WYNN, WILLIAM, Bordesley, Birmingham, Gasfitter Birmingham Pet April 24 Ord April 24

FIRST MEETINGS.

ASHWELL, HENRY, Gt Marylebone st, Portland pl, Builder May 13 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
ATKINS, THOMAS HOVELL, and JOHN CURRIE, St Helen's pl, Merchants May 16 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BEARD, ROBERT JAMES, Newark, Bank Manager May 6 at 11 Off Rec, St. Peter's Church walk, Nottingham
BOWEN, MARY, Trelech, Carmarthenshire, Widow May 8 at 2.30 Off Rec, 11, Quay st, Carmarthen
BRIGHT, WILLIAM HENRY, Glengall rd, Old Kent rd, Shop Fitter May 13 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BROCK, HENRY BLAKE, late of Bristol, Solicitor May 9 at 12.30 Off Rec, Bank chmbrs, Bristol
BROOKS, J. H., Caterham, Surrey, Builder May 7 at 2.30 24, Railway approach, London Bridge
BROWN, JOHN, Ibstock, Leics, Grocer May 6 at 12 Off Rec, 34, Friar lane, Leicester
BROWN, WALTER SKILTON, Harlow, Essex, Butcher May 7 at 12.30 Dimsdale Arms Hotel, Hertford
BULLOCK, JOSEPH, Kingston upon Hull, Gent May 6 at 11 Off Rec, Trinity House lane, Hull
CADOGAN, the Hon CHARLES HENRY GEORGE, Elm Park gdns, West Kensington May 13 at 12 33, Carey st, Lincoln's inn
CHUCK, JOSEPH, Howard terr, Tottenham, formerly Maltster May 7 at 12.15 Dimsdale Arms Hotel, Hertford
COLLIER, HENRY JAMES, Strood, Kent, Driller May 19 at 11.30 Off Rec, High st, Rochester
CURTIS, JOHN, St Agnes, Cornwall, Ironfounder May 8 at 12 Off Rec, Boscawen st, Truro
DANN, HENRY NEWMAN GROVES, Chapel st, Milton st, Dealer in Umbrella Materials May 16 at 2.30 Bankruptcy bldgs, Lincoln's inn
DAVIES, JOSEPH, Pontrhydyfen, nr Neath, Glam, formerly Innkeeper May 9 at 11 Off Rec, 97, Oxford st, Swansea
DENHAM, SILAS, Brighouse, Yorks, Picture Dealer May 8 at 10.30 Off Rec, Halifax
DENT, HENRY, Maismore, Glos, Farmer May 6 at 3 Off Rec, 15, King st, Gloucester
DRACKLEY, SAMUEL WATTS, Leicester, Journeyman Butcher May 8 at 11 Off Rec, 34, Friar lane, Leicester
DRAKEFORD, JOSEPH, Oxford, Accountant May 9 at 11.30 1, St Aldate's, Oxford
EASTON, THOMAS PEAKE, Croydon, Clerk May 7 at 11 24, Railway approach, London Bridge
FEARY, WILLIAM JAMES, Jun, Goswell rd, Builder May 13 at 11 33, Carey st, Lincoln's inn field
FLANAGAN, JOHN, Leicester, Cattle Dealer May 6 at 3 Off Rec, 34 Friar lane, Leicester
FLOWERS, HENRY THOMAS, Rothwell, Yorks, Grocer May 6 at 3 Off Rec, 22, Park row, Leeds
GIBSON, DAVID, Southport, Blacksmith May 8 at 2.30 Off Rec, 35, Victoria st Liverpool
GLEN, DANIEL, Preston, Bicycle Agent May 16 at 3 Off Rec, 14, Chapel st, Preston
GWYNNE, REGINALD J., Millwood, nr Brinscarth, Manitoba, Canada, Farmer May 13 at 12 Off Rec, Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HALLETT, FREDERIC FRANCIS, Brighton, Farmer May 6 at 12 Off Rec, 4, Pavilion bldgs, Brighton
HILL, EDWARD JAMES, Balcombe, Sussex, Grocer May 7 at 2 Off Rec, 24, Railway Approach, London Bridge
HOMER, MARY, St. Mary's Cray, Kent, Widow May 6 at 12 24, Railway Approach, London Bridge
HOOK, WILLIAM HUGHES, Lydd, Kent, Grocer May 7 at 11.30 Off Rec, 24, Railway Approach, London Bridge
HOPKINS, FREDERICK CHARLES, Great St. Helens, Timber Merchant May 9 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HUNT, GEORGE, Lettuce st, Fulham, Builder May 9 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JONES, EDWARD WILLIAM CHARLES, Gloucester, Upholsterer May 6 at 4 Off Rec, 15, King st, Gloucester
LILEY, EDMUND, Gravesend, Licensed Trinity House Pilot May 15 at 11.30 Off Rec, High st, Rochester
LONG, JOSEPH EDWARD, Bishop's Stortford, Herts, Pawnbroker May 7 at 12 Dimsdale Arms Hotel, Hertford
MAWER, HENRY, South Beddington, Surrey, Baker May 6 at 3 24, Railway approach, London Bridge
MCALPIN, KENNETH, Pembroke Dock, Contractor May 7 at 2.30 Temperance Hall, Pembroke Dock
MORGAN, ARTHUR, Cles, Linca, Fisherman May 7 at 2 Off Rec, 3, Haven st, Gt Grimsby
MORRIS, JOHN, Boston, Fruiterer May 8 at 12.15 Off Rec, 48, High st, Boston
OWENS, HANNAH, Swansea, Butcher May 8 at 12 Off Rec, 97, Oxford st, Swansea
PARIS, MARY ANNE, Ringmer, Sussex, Grocer May 6 at 2 Savings Bank, High st, Lewes
PECK, FREDERICK ARTHUR, Cleethorpes, Lincs, Chemist May 7 at 2.30 Off Rec, 3, Haven st, Gt Grimsby
PETTIFER, WILLIAM, Croydon, Builder May 6 at 2 24, Railway approach, London bridge
PITKIN FREDERICK THOMAS, Lympne, Kent, Butcher May 6 at 3 Saracen's Head Hotel, Ashford
PRIOR, ALFRED, Coventry, Licensed Victualler May 8 at 12 Off Rec, 17, Hertford st, Coventry
SANDERS, THOMAS, Gt Sutton st, Clerkenwell, Watch Dealer May 8 at 2.30 33, Carey st, Lincoln's inn
SCARREN, ROBERT, High st, Borough, Ironmonger May 8 at 12 33, Carey st, Lincoln's inn
SCUDDS, EDWARD STEPHEN, Lee, Kent, late Corn Merchant May 7 at 12 24, Railway approach, London bridge
SLATER, GEORGE, Blackburn, Tobacconist May 20 at 2 County Court house, Blackburn
SMALLEY, JOSIAH, Leicester, Hay Dealer May 8 at 12 Off Rec, 34, Friar lane, Leicester
STEEL, JOHN, Barrow in Furness, Joiner May 12 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
TEAL, JOSEPH, Cowling, nr Crosshills, Yorks, Operative Weaver May 9 at 11 Off Rec, 31, Manor row, Bradford
THOMPSON, WILLIAM HANDWELL, Hartlepool, Tobacconist May 6 at 2 Off Rec, 25, John st, Sunderland
VAUGHAN, THOMAS WILLIAM, Milford, nr Baschurch, Salop, Farmer May 9 at 12.30 Off Rec, Shrewsbury
WESTON, JOHN BERNARD, Ladywood, Birmingham, Journeyman Glass Decorator May 6 at 11 23, Co more row, Birmingham
WILKINSON, JOSEPH, Halifax, Butcher May 8 at 11 Off Rec, Halifax
WILLIAMS, ROBERT, Llanfor, Merioneth, Farmer May 9 at 11.30 Plascoch Hotel, Bala
WYNNE, PETER, Rock Ferry, Cheshire, Builder May 7 at 2.30 Off Rec, 35, Victoria st, Liverpool

The following amended notice is substituted for that published in the London Gazette of April 25.

BOLAM, WILLIAM GEORGE, Newcastle on Tyne, Restaurant Manager May 6 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ANNS, THOMAS, King st, Cheapside, General Merchant High Court Pet April 1 Ord April 24
BALCOMBE, BENJAMIN ALFRED, Denmark terr, Southall Green, Grocer Windsor Pet April 24 Ord April 24
BENTAM, HENRY, and CHARLES BOLTON, Wardour st, Lithographers High Court Pet March 17 Ord April 24
BROOKS, J. H., Caterham, Surrey, Builder Croydon Ord April 25
BROWN, EDWARD, Liverpool st, Architect High Court Pet April 11 Ord April 26

BULMER, THOMAS, Leeds, Joiner Leeds Pet April 15 Ord April 24
CAMPBELL, WILLIAM, Liverpool, Road Inspector for a Tramway Co Liverpool Pet April 25 Ord April 25
CARTMAN, THOMAS, Ripon, Yorks, Baker Northallerton Pet April 21 Ord April 21
COLLIER, HENRY JAMES, Strood, Kent, Driller Rochester Pet April 25 Ord April 25
CURTIS, JOHN, St Agnes, Cornwall, Ironfounder Truro Pet April 21 Ord April 25
DENT, HENRY, Maisemore, Glos, Farmer Gloucester Pet April 21 Ord April 25
EASTON, THOMAS PEAKE, Croydon, Clerk Croydon Pet March 17 Ord April 26
FEYER, THOMAS, Deal, Hotel Manager Gt Grimsby Pet Feb 22 Ord April 23
GIBSON, DAVID, Southport, Blacksmith Liverpool Pet April 24 Ord April 24
GWYNNE, REGINALD J, Millwood, nr Binscarth, Manitoba, Canada, Farmer High Court Pet Sept 18 Ord April 25
HADLEY, THOMAS, Worcester, Carriage Builder Worcester Pet April 25 Ord April 25
HAWORTH, JOHN, Blackburn, Cabinet Maker Blackburn Pet April 25 Ord April 25
HOGARTH, GEORGE BICKNELL, and ANDREW DAVID HOGARTH, Oxford st, Picture Dealers High Court Pet March 26 Ord April 25
HURT, GEORGE, Lettuce st, Fulham, Builder High Court Pet March 12 Ord April 25
JOHN, THOMAS, Bridgend, Glam, Boot Dealer Cardiff Pet April 24 Ord April 24
JONES, EDWARD WILLIAM CHARLES, Gloucester, Upholsterer Gloucester Pet April 26 Ord April 26
JONES, WILLIAM HERBERT, Worcester, Coal Merchant Worcester Pet April 25 Ord April 25
LUBY, HARFORD, Southampton, Corn Merchant Southampton Pet April 9 Ord April 25
LONGBOTTOM, JAMES, Halifax, Beerhouse Keeper Halifax Pet April 5 Ord April 24
MOORE, ALBERT, Norroy rd, Putney, Chemist High Court Pet April 26 Ord April 26
NICHOLLS, ARTHUR GEORGE, Newport, Mon, Boot Dealer Newport, Mon Pet March 26 Ord April 24
OAKES, WILLIAM, Holloway rd, China Dealer High Court Pet April 24 Ord April 24
PEARSON, MARY SENSITIVE ARMFIELD, The Laurels, Winteringham, nr Doncaster, Widow Gt Grimsby Pet April 10 Ord April 25
REES, NOAH, Canton, Cardiff, Market Manager Cardiff Pet April 24 Pet April 24
ROBINSON, GEORGE HENRY, Birkdale, Lancs, Slater Liverpool Pet March 13 Ord April 25
ROWLETT, JAMES GARNER, Brighton, retired Stockjobber High Court Pet April 25 Ord April 25
SHEURSOLE, HARRIET JANE, and ALBERT EDWARD SHEURSOLE, Chartham, Kent, Grocers Canterbury Pet April 25 Ord April 25
TAYLOR, WILLIAM, Hereford, Butcher Hereford Pet April 24 Ord April 24
TEAL, JOSEPH, Nanscar, Cowling, nr Crosshills, Yorks, Operative Weaver Bradford Pet April 24 Ord April 25
THOMPSON, JAMES SAXBY, Chatham, Coal Merchant Rochester Pet April 23 Ord April 26
THORNLEY, WILLIAM, Nottingham, Lace Manufacturer Nottingham Pet April 10 Ord April 26
VAUGHAN, THOMAS WILLIAM, Milford, nr Beschurch, Salop, Farmer Shrewsbury Pet April 24 Ord April 24
VOOT, HENRY CHARLES, Turin st, Bethnal Green rd, Baker High Court Pet April 25 Ord April 25
WYNN, WILLIAM, Bordesley, Birmingham, Gasfitter Birmingham Pet April 24 Ord April 26

ADJUDICATION ANNULLED.

TOMLIN, SYDNEY, Landport, Hampshire, Draper Portsmouth Adjud Aug 17, 1889 Annul Oct 31, 1889

SALES OF ENSUING WEEK.

May 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Estate and Plots (see advertisements, April 19, p. 4).

May 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.30 o'clock, Stocks and Shares (see advertisement, this week, p. 4).

May 8.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock. Freehold and Leasehold Properties and Freehold Ground-rent (see advertisement, this week, p. 4).

May 9.—Messrs. PRICKETT & VENABLES, at the Mart, E.C., at 2 o'clock. Freehold and Leasehold Properties (see advertisement, April 26, p. 429).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DENISON.—April 26, the wife of Charles Marsh Denison, barrister-at-law, of the Middle Temple, of a daughter.

ELDRED.—April 24, at Redcliffe-square, South Kensington, the wife of Vincent Joseph Eldred, solicitor, of a daughter.

HEARN.—April 28, at Buckingham, the wife of Thomas Risley Hearn, solicitor, of a daughter.

LINTHORNE.—April 17, at Ashton Lodge, Bassett, near Southampton, the wife of R. R. Linthorne, solicitor, Southampton, of a daughter.

MURRAY.—April 24, at Radnor-place, Hyde-park, the wife of Arthur Turnour Murray, barrister-at-law, of a son.

PHILIPS.—April 26, at South Kensington, the wife of F. C. Philips, barrister-at-law, of a daughter.

TIDD-PRATT.—April 22, at Kington, Herefordshire, the wife of F. R. Tidd-Pratt, solicitor, of a son.

TURNEY.—April 24, at Lee, the wife of G. Wood Turney, solicitor, of a son.

MARRIAGE.

PERKINS—PETERS.—April 29, at York, Arthur Thomas Perkins, M.A., solicitor, of Chapel Allerton, Leeds, to Annie, fourth daughter of Edward Peters, solicitor, of York.

DEATHS.

DU BOIS.—April 25, at West Cromwell-road, Theodore Judkin Du Bois, barrister-at-law, aged 64.

MILLER.—April 26, at Cromer, Henry Blake Miller, Town Clerk of Norwich, aged 65.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*